

FIRST FLOOR LEVEL APARTMENT UNITS (continued)

<u>No. of Units</u>	<u>Area Size</u> (exclusive of garage area)	<u>Location</u>
9101-2	857.5 sq. ft.	Situated in the Northerly portion of Building B, first floor level.
9107-1	857.5 sq. ft.	Situated in the Southerly portion of Building A, first floor level.
9107-2	857.5 sq. ft.	Situated in the Southerly portion of Building A, first floor level.
9105-3	857.5 sq. ft.	Situated in the Northerly portion of Building A, first floor level.
9105-4	857.5 sq. ft.	Situated in the Northerly portion of Building A, first floor level.

SECOND FLOOR LEVEL APARTMENT UNITS

<u>No. of Unit</u>	<u>Area Size</u> (exclusive of garage area)	<u>Location</u>
9103-7	857.5 sq. ft.	Situated in the Southerly portion of Building B, second floor level.
9103-8	857.5 sq. ft.	Situated in the Southerly portion of Building B, second floor level.
9101-5	857.5 sq. ft.	Situated in the Northerly portion of Building B, second floor level.
9101-6	857.5 sq. ft.	Situated in the Northerly portion of Building B, second floor level.
9107-5	857.5 sq. ft.	Situated in the Southerly portion of Building A, second floor level.
9107-6	857.5 sq. ft.	Situated in the Southerly portion of Building A, second floor level.
9105-7	857.5 sq. ft.	Situated in the Northerly portion of Building A, second floor level.
9105-8	857.5 sq. ft.	Situated in the Northerly portion of Building A, second floor level.

5. Dimensions and Attributes of Apartment Units. As shown on the Unit Location Plans ("Unit Location Plans") prepared by Thompson, Dreesen & Dorner, Engineers, filed concurrently with this Master Deed, each apartment unit consists of the area measured horizontally to the back side of the drywall on all walls constituting the perimeter walls of such unit and vertically from the bottom of the floor which constitutes the floor level upon which the unit is located to the back side of the drywall of the ceiling of such unit.

All fixtures, furnaces, equipment, decorations, disposals (if any), appliances, hot water heaters, range hoods, carpeting, fuse boxes, circuitry, shades, blinds, drapes, drapery and curtain rods and other improvements existing and located within any apartment unit on the date this Master Deed is properly recorded shall be considered as and constitute a part of such apartment unit.

The following areas and items are included within and constitute a part of each of the Apartment Units but are not situated within the physical boundaries of each Apartment Unit as described above:

A. A garage area more particularly described on the Unit Location Plans of sufficient size to store one automobile is situated in the basement level of the building in which the apartment unit to which such garage area has been assigned is situated. Each such garage area has been numbered and identified with the Apartment Unit Number to which such garage area has been assigned.

B. An air conditioning unit, including condenser, which is located within and protrudes slightly from the outside exterior wall of the building in which the Apartment Unit to which such air conditioning unit has been assigned is situated. The duct work of such air conditioning unit shall not be considered a part of an Apartment Unit but shall constitute a limited common element as provided in Section 8 of this Master Deed.

C. The entrance door to each of the Apartment Units, including frame and hardware.

D. All windows including frame and hardware and all combination storm windows/screens.

E. Any and all recessed light fixtures (including the wires of such fixtures) and the portions of any ceiling fixtures which extend or protrude beyond the physical boundaries of any apartment unit but servicing such unit (including the wires of such fixtures).

F. Any exhaust fans, furnaces or venting (excluding air conditioning ductwork) of any type originating from within and extending or protruding beyond the physical boundaries of any apartment unit but servicing such unit (including the wires of such equipment).

6. Use of Units. Each of the Apartment Units shall be used exclusively as a single family residence and for no other purpose and shall be used in a manner consistent and in accord with applicable law.

7. Common Elements. Except for (i) the Apartment Units, including garage areas, those doors, windows, fixtures, appurtenances, wiring, venting and other portions of the Apartment Units situated, in part or entirely, outside the physical boundaries of the Apartment Units, and (ii) the limited common elements established in Section 8 of this Master Deed, the common elements of the Condominium shall consist of the following:

a) The Land described in Section 1 of this Master Deed and all improvements thereon including identification signs.

b) All foundations, columns, girders, beams and supports of any improvements.

c) All exterior walls of the Building; all walls and partitions separating units from corridors, stairs, and other mechanical equipment spaces extending to the unit side of such walls and partitions; all subfloors, floors and joists.

d) The roofs, halls, corridors, entryways, vestibules, stairs, and stairways of each of the two buildings and their entrances and exits.

e) All yards, shrubbery, and gardens, all community facilities, all exterior parking and driveway areas, all interior mechanical equipment areas and maintenance storage areas.

f) All central and appurtenant installations for services such as power, light, telephone, gas, hot and cold water.

g) All sewer and drain pipes located in general common element and limited common element areas only.

h) All other parts of the Condominium and all apparatus and installations existing in the buildings of the Condominium or on the Land for common use or necessary or convenient to the existence, maintenance or safety of the Condominium, excluding only apparatus of any type or installations located within the physical boundaries of the Apartment Units.

8. Limited Common Elements. The Limited Common Elements shall consist of the following:

a) Laundry areas which are located in the basement level of each of the two buildings and are of sufficient size to accomodate a washer and a dryer. Each apartment unit has been allocated and reserved a portion of such laundry area for the exclusive use by the owner and occupants of the Apartment Unit to which such portion has been assigned. Each such portion shall be bounded and designated with the Apartment Unit Number to which such portion has been assigned.

b) The ducting work from any air conditioning situated outside the physical boundaries of and serving an Apartment Unit is hereby reserved for the exclusive use by the owner and occupants of the Apartment Unit served by such ducting.

c) A mail and magazine box in the entryway of the building in which an apartment unit is situated shall be assigned and reserved for the exclusive use of the owner and occupants of the Apartment Unit to which such mail box has been assigned.

9. Determination of Percentage in Common Elements. The percentage of interest of and appurtenant to each of the Apartment Units in the general and limited common elements including all costs and expenses (including real estate taxes and special assessments) attributable to such common elements has been determined upon the basis of the proportion which the value of such unit bears to the aggregate value of the Apartment Units which equals \$520,000.00.

<u>No. of Unit</u>	<u>Value of Unit</u>	<u>Percentage of Interest in Common Elements and Common Expense</u>
9101-1	\$32,500	6.25%
9101-2	32,500	6.25%
9101-5	32,500	6.25%
9101-6	32,500	6.25%
9103-3	32,500	6.25%
9103-4	32,500	6.25%
9103-7	32,500	6.25%
9103-8	32,500	6.25%
9105-3	32,500	6.25%
9105-4	32,500	6.25%
9105-7	32,500	6.25%
9105-8	32,500	6.25%
9107-1	32,500	6.25%
9107-2	32,500	6.25%
9107-5	32,500	6.25%
9107-6	32,500	6.25%
		100.00%

10. Encroachments. If any portion of the general or limited common elements now encroaches upon any apartment unit, or if any apartment unit now encroaches upon any other apartment unit or upon any portion of the general or limited common elements, as a result of the construction of either of the buildings in the Condominium, or if any such encroachment shall occur hereafter as a result of the settling or shifting of either of such buildings, a valid easement for the existence of such encroachment and for its maintenance so long as such building affected stands, shall exist. In the event either of the buildings in the Condominium, any apartment unit, any adjoining apartment, or any general or limited common element shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and then rebuilt, encroachments of parts of such common elements upon any such unit or of any other apartment unit or upon any portion of such common elements due to such rebuilding shall be permitted, and valid easements for the existence of such encroachments and the maintenance thereof shall exist so long as the building affected shall stand.

11. Easements. The record owner of each Apartment Unit in the Condominium shall have an easement in common with the record owners of all other apartment units in the Condominium to use all pipes, wires, ducts, cables, conduits, public utility lines and other general and limited common elements located in any of the other apartment units in the Condominium and serving such record owner's unit. Each apartment unit in the Condominium shall be subject to an easement in favor of the record owners of all other apartment units in the Condominium to use the pipes, ducts, cables, wires, conduits, public utility lines and other general and limited common elements serving such other apartment units located in such apartment unit. The Board of Administrators of the Sunset Valley Apartments Condominium shall have a reasonable right of access to each apartment unit in the Condominium to inspect the same, to remove violations of any bylaw, rule or regulation of the Condominium therefrom and to maintain, repair or replace the general and limited common elements contained therein.

12. Units Subject to Master Deed, Bylaws, and Rules And Regulations. All present and future owners, tenants, and occupants of apartment units comprising the Sunset Valley Apartments Condominium shall be subject to and shall comply with the provisions of this Master Deed, the Bylaws annexed to this Master Deed ("the Bylaws") and the Rules and Regulations annexed to this Master Deed ("the Rules") and the amendments or revisions to such documents. The acceptance of a deed or conveyance or the execution of a lease or the entering into occupancy of any apartment unit in the Condominium shall constitute an agreement by the person or entity accepting such deed, conveyance, lease, or occupancy that the provisions of this Master Deed, the Bylaws and the Rules, as they may be amended from time to time, are accepted and ratified by any such person or entity, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such apartment unit or who may be an occupant of any apartment unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

13. Alterations and Transfer of Interests. The common interest appurtenant to each apartment unit in the Condominium shall have a permanent character and shall not be altered without the written consent of all the record owners of all the apartment units in the Sunset Valley Apartment Condominium, expressed in an amendment to this Master Deed duly recorded. Such common interest and any easements benefitting any apartment unit shall not be separated from the apartment unit to which they appertain and shall be deemed to be conveyed, leased or encumbered with such apartment unit even though such interest or easements are not expressly mentioned or described in such conveyance, lease, encumbrance, or other instrument.

14. Amendment of Master Deed. This Master Deed may be amended by the vote of all record apartment owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws. No such amendment shall be effective until recorded in the office of the Register of Deeds of Douglas County, Nebraska. Notwithstanding the foregoing, so long as the Sponsor shall retain record ownership of any apartment unit in the Condominium, this Master Deed may be amended by the Sponsor without the written consent of any of the record apartment unit owners provided such amendment does not reduce the size of any apartment unit, or its appurtenant common interest, owned by any person or entity other than the Sponsor.

15. Changes in Layout. The Sponsor reserves the right, so long as it is the record owner of any unsold apartment units in the Condominium, to change the size or layout or the price or terms of sale of any such apartment units. No change in the

price of an apartment unit, however, will vary the percentage of interest in the common elements for such apartment unit unless such change in price results from a change in the number of rooms contained in such apartment unit as a result of adding a room or rooms from another apartment unit, or of taking a room or rooms and adding such room or rooms to another apartment unit, in either of which events the percentage elements of both such apartment units thereafter will equal the aggregate percentage of interest in the common elements of both such apartment units prior to the change. The Sponsor will at its sole expense record and file any and all amendments to the Master Deed required by reason of a change in the size or layout of an apartment unit as provided in this Section 15. Provided however, amendments to the Master Deed by reason of the provisions of this Section 15 shall not be subject to the provisions of Section 14 hereof nor is the vote of all the record apartment unit owners required.

16. License. The record owner of each Apartment Unit shall have a license for the limited purpose of installing, replacing and maintaining venting or ducting for kitchen appliances, fixtures and equipment requiring ducting or venting, or both, for proper operation, through general common elements and specifically the exterior wall of the building in which such Unit is situated and which is immediately Unit. Prior to the installation of such venting or ducting, detailed plans depicting installation shall be submitted to the Board of Administrators of the Condominium for written approval which is a condition precedent to the exercise and use of this License. Such Unit owner shall be solely responsible for the repair, maintenance and replacement of all ducting or venting in any such License area; in the event of the damage or destruction of such License area, the Condominium shall not, nor shall any other Unit owner in the Condominium be liable, regardless of cause, for any damage or loss to ducting or venting situated within such License area.

17. Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity and enforceability of the remaining provisions of this Master Deed.

18. Waiver. None of the provisions contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.


19. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Master Deed nor the intent of any of its provisions.

20. Gender. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter genders, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

The Sponsor has caused this Master Deed and Declaration to be executed this 16 day of JANUARY, 1980.


ROBTON, INC., a Nebraska corporation,

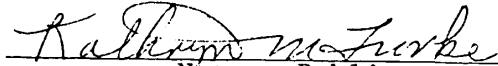
By


President

STATE OF NEBRASKA)
) ss.: BOOK 1642 PAGE 287
COUNTY OF DOUGLAS)

The foregoing Master Deed and Declaration was acknowledged before me this 16 day of January, 1980, by Robert Shreve, President on behalf of Robton, Inc., a Nebraska corporation.

 GENERAL NOTARY - State of Nebraska
KATHRYN M. FORKE
My Comm. Exp. Aug. 17, 1980



Notary Public

BYLAWS OF THE SUNSET VALLEY APARTMENTS CONDOMINIUM

Article I
Plan of Apartment Ownership

Section 1. Apartment Ownership. The property located at 91st and Arbor Street in the City of Omaha, State of Nebraska, hereinafter referred to as the "Condominium" and more particularly described in the Master Deed establishing such, has been submitted to the provisions of the Nebraska Condominium Property Act and has been established as a Condominium Regime by recordation of the Master Deed to such property in the office of the Register of Deeds, Douglas County, Nebraska, consisting of 16 apartments (collectively "the Apartments").

Section 2. Applicability of Bylaws. The provisions of these Bylaws are applicable to the Condominium and to the use and occupancy thereof. The term "Condominium Property" as used herein shall include the land, the buildings, and all other improvements thereon, all easements, rights, and appurtenances belonging thereto, and all other property, personal, or mixed, intended for use in connection therewith, and submitted to the provisions of The Nebraska Condominium Property Act.

Section 3. Application. All present and future owners, mortgagees, lessees and occupants of Apartments and their employees, and any other persons who may use the facilities of the Condominium in any manner are subject to these Bylaws, the Master Deed, and rules and regulations pertaining to the use and operation of the Condominium Property attached as Schedule A and referred to in Article V, Section 17 hereof. The acceptance of a deed or conveyance, or the execution of a lease, or the act of occupancy of an apartment shall constitute an acceptance of and agreement to comply with the provisions of these Bylaws.

Section 4. Office. The office of the Condominium and of the Board of Administrators shall be located on the premises of the Condominium.

Article II
Board of Managers

Section 1. Number and Qualification. The affairs of the Condominium shall be governed by a Board of Administrators. Until sixteen Apartments shall have been sold by the Sponsor, RobTon, Inc., and shall have been paid for, and thereafter until their successors shall have been elected by the apartment owners, the Board of Administrators shall consist of such of the officers, agents, and partners of the Sponsor as shall have been designated by the Sponsor. Thereafter the Board of Administrators shall be composed of five persons, all of whom shall be owners or spouses of owners or mortgagees of apartments, or, in the case of partnership owners or mortgagees, shall be members or employees of such partnership, or in the case of corporate owners or mortgagees, shall be officers, shareholders, or employees of such corporations, or in the case of fiduciary owners or mortgagees shall be the fiduciaries, or officers or employees of such fiduciaries.

Section 2. Powers and Duties. The Board of Administrators shall have the powers and duties necessary for the administration of the affairs of the Condominium, except such powers and duties as by law or by the Master Deed or by these Bylaws may not be delegated to the Board of Administrators by the apartment owners. The powers and duties to be exercised by the Board of Administrators shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep and maintenance of the common elements;

(b) Determination of the amounts required for operation, maintenance and other affairs of the Condominium;

(c) Collection of the common expenses from the apartment unit owners including the preparation and recordation of liens for unpaid common expense;

(d) Employment and dismissal of personnel, as necessary for the efficient maintenance and operation of the Condominium;

(e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Condominium property;

(f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor;

(g) Purchasing, leasing, or otherwise acquiring in the name of the Board of Administrators or its designee, corporate or otherwise, on behalf of all apartment owners, apartment units offered for sale or lease or surrendered by their owners to the Board of Administrators;

(h) Purchasing apartments at foreclosure or other judicial sales in the name of the Board of Administrators, or its designee, corporate or otherwise, on behalf of all apartment owners;

(i) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board of Administrators) or otherwise dealing with apartment units acquired by, and subleasing apartments leased by the Board of Administrators or its designee, corporate or otherwise, on behalf of all apartment owners;

(j) Organizing corporations to act as designees of the Board of Administrators in acquiring title to or leasing of apartments on behalf of all apartment owners;

(k) Obtaining insurance for the Condominium Property, including the apartments, if necessary, pursuant to the provisions of Article V hereof; and

(l) Making repairs, additions, and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of such property in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

Section 3. Managing Agent and Manager. The Board of Administrators may employ for the Condominium a managing agent or a manager, or both, at a compensation established by the Board of Administrators, to perform such duties and services as the Board of Administrators shall authorize, including, but not limited to the duties listed in subdivisions (a), (c), (d), (k), and (l) of Section 2 of this Article II. The Board of Administrators may delegate to the manager or managing agent, all of the powers granted to the Board of Administrators by these Bylaws other than the powers set forth in subdivisions (b), (e), (f), (g), (h), (i) and (j) of Section 2 of this Article II.

Section 4. Election and Term of Office. At the first annual meeting of the apartment owners, the term of office of two members of the Board of Administrators shall be fixed at three years, the term of office of two members of the Board of Administrators shall be fixed at two years, and the term of office of

one member of the Board of Administrators shall be fixed at one year. At the expiration of the initial term of office of each respective member of the Board of Administrators, his successor shall be elected to serve for a term of two years. The members of the Board of Administrators shall hold office until their respective successors shall have been elected by the apartment owners. The initial Board of Administrators shall hold office until the first annual meeting of the apartment owners.

Section 5. Removal of Board of Administrators. At any regular or special meeting of apartment owners, any one or more of the members of the Board of Administrators may be removed with or without cause by a majority of the apartment owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Administrators whose removal has been proposed by the apartment owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board of Administrators caused by any reason other than the removal of a member thereof, by a vote of the apartment owners, shall be filled by a vote of a majority of the remaining members at a special meeting of the Board of Administrators held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Administrators for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of the apartment owners.

Section 7. Organization Meeting. The first meeting of the members of the Board of Administrators following the annual meeting of the apartment owners shall be held within ten days thereafter, at such time and place as shall be fixed by the apartment owners at the meeting at which such Board of Administrators shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Administrators in order legally to constitute such meeting, providing a majority of the whole Board of Administrators, shall be present at such meeting.

Section 8. Regular Meetings. Regular Meetings of the Board of Administrators may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Administrators, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Administrators shall be given to each member of the Board, by mail, at least three business days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Administrators may be called by the President on three business days' notice to each member of the Board of Administrators, given by mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Administrators shall be called by the President or Secretary in like manner and on like notice on the written request of at least three members of the Board of Administrators.

Section 10. Waiver of Notice and Consents in Lieu of Meetings. Any member of the Board of Administrators may, at any time, waive notice of any meeting of the Board of Administrators in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Administrators at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Administrators are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Business may be transacted and

approved by the Board of Administrators in the form of a written consent in lieu of a regular or special meeting provided all of the members of the Board of Administrators shall have executed such written consent.

Section 11. Quorum of Board of Administrators. At all meetings of the Board of Administrators, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Administrators present at a meeting at which a quorum is present shall constitute the decision of the Board of Administrators. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 12. Fidelity Bonds. The Board of Administrators may obtain adequate fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium funds. The premiums for such bonds shall constitute a common expense.

Section 13. Compensation. No members of the Board of Administrators shall receive any compensation for acting as such. Provided, however, members of the Board of Administrators may be reimbursed for any reasonable expenses incurred on behalf of the Condominium at the direction of the Board.

Section 14. Liability of the Board of Administrators. The members of the Board of Administrators shall not be liable to the apartment owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct. The apartment owners shall indemnify and hold harmless each of the members of the Board of Administrators against all contractual liability to others arising out of contracts made by the Board of Administrators on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these Bylaws. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is also intended that the liability of any apartment owner arising out of any contract made by the Board of Administrators or out of the indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his interest in the common elements. Every agreement made by the Board of Administrators or by the managing agent or by the manager on behalf of the Condominium shall provide that the members of the Board or the managing agent, or the manager, as the case may be, are acting only as agents for the apartment owners and shall have no personal liability thereunder (except as apartment owners), and that each apartment owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interests of all apartment owners in the common elements.

Article III Apartment Owners

Section 1. Annual Meetings. Promptly after 16 apartments shall have been sold by the Sponsor and paid for, the Sponsor shall notify all apartment owners of the first annual meeting of the apartment owners which shall be held within 30 days thereafter. At such meeting, the officers and agents of the Sponsor shall resign as members of the Board of Administrators, and all the apartment owners shall elect a new Board of Administrators. Thereafter, the annual meetings of the apartment owners shall be

held on the 15th day of May of each succeeding year, unless such date shall occur on a Saturday or Sunday, in which event the meeting shall be held on the succeeding Monday. At such annual meetings the Board of Administrators shall be elected by ballot of the apartment owners in accordance with the requirements of Section 4 of Article II of these Bylaws. The apartment owners may transact such other business at such meetings as may properly come before them.

Section 2. Place of Meetings. Meetings of the apartment owners shall be held at the principal office of the Condominium or at such other suitable place convenient to such owners as may be designated by the Board of Administrators.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the apartment owners if so directed by resolution of the Board of Administrators or upon a petition signed and presented to the Secretary by at least 25% of all apartment owners. The notice of any special meeting shall state the time, place, and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice. Within 30 days after all apartments shall have been sold by the Sponsor and paid for, a special meeting of the apartment owners shall be held at which meeting all members of the Board of Administrators elected by the Sponsor shall resign, and the unit owners, shall thereupon elect successor members of the Board of Administrators.

Section 4. Notice of Meetings. The Secretary shall mail at least ten but not more than 20 days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held to each apartment owner of record a notice of each annual or special meeting of the apartment owners at the address of the apartment unit or at such other address as such apartment owner shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. Adjournment of Meetings. If any meeting of apartment owners cannot be held because a quorum has not attended, a majority of the apartment owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 6. Order of Business. The order of business at all meetings of the apartment owners shall be as follows:

- (a) Roll call;
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Report of Board of Administrators;
- (f) Report of committees;
- (g) Election of inspectors of election (when so required);
- (h) Election of members of the Board of Administrators (when so required);
- (i) Unfinished business; and
- (j) New business.

Section 7. Title to Apartments. Title to apartments may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants, or in the name of a corporation or partnership, or in the name of a fiduciary.

Section 8. Voting. The owner or owners of each apartment, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such apartment at all meetings of apartment owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. A fiduciary shall be the voting member with respect to any apartment owned in a fiduciary capacity. Each apartment shall have one vote in all matters except that cumulative voting shall apply in all elections of the Board of Administrators.

Section 9. Majority of Apartment Owners. As used in these Bylaws the term "majority of apartment owners" shall mean those apartment owners having more than 50% of the basic value of the Condominium Property, as a whole.

Section 10. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of "a majority of apartment owners" shall constitute a quorum at all meetings of the apartment owners.

Section 11. Majority Vote. The vote of a "majority of apartment owners" at a meeting at which a quorum shall be present shall be binding upon all apartment owners for all purposes except where a higher percentage vote is required by law, by the Master Deed, or by these Bylaws.

Article IV Officers

Section 1. Designation. The principal officers of the Condominium shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Administrators. The Board of Administrators may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in its judgment may be necessary. The President and Treasurer must be members of the Board of Administrators.

Section 2. Election of Officers. Officers shall be elected annually by the Board of Administrators at the organization meeting of each new Board of Administrators and shall hold office at the pleasure of the Board of Administrators.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Administrators, any officer may be removed, either with or without cause, and his or her successor may be elected at any regular meeting of the Board of Administrators, or at any special meeting of the Board of Administrators called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the apartment owners and of the Board of Administrators. He shall have all of the general powers and duties which are normally incident to the office of president of a corporation organized under the law of the State of Nebraska, including but not limited to the power of appointment from among the apartment owners of any committee which he decides is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of

Administrators shall appoint some other member of the Board of Administrators to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Administrators or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the apartment owners and of the Board of Administrators; he or she shall have charge of such books and papers as the Board may direct; and he or she shall, in general, perform all the duties normally incident to the office of secretary of a corporation organized under the law of the State of Nebraska.

Section 7. Treasurer. The Treasurer shall have the responsibility for condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements. He or she shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Administrators, or the managing agent, in such depositories as may from time to time be designated by the Board of Administrators, and he or she shall, in general, perform all duties normally incident to the office of treasurer of a corporation organized under the law of the State of Nebraska.

Section 8. Agreement, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, mortgages, checks, and other instruments of the Condominium shall be executed by any two officers of the Condominium or by such other person or persons as may be designated by the Board of Administrators.

Section 9. Compensation of Officers. No officer of the Condominium shall receive any compensation for acting as such.

Article V Operation of the Property

Section 1. Determination of Common Expenses. The Board of Administrators shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the common expenses required to meet the expenses of the Condominium, and allocate and assess such common expenses against the apartment owners equally. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Administrators pursuant to the provisions of Section 2 of this Article V. The common expenses may also include such amounts as the Board of Administrators may deem proper for the operation and maintenance of the Condominium Property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve for replacements, and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Board or its designee, corporate or otherwise, on behalf of all apartment owners, of any apartment whose owner has elected to sell or lease such apartment or of any apartment which is to be sold at a foreclosure or other judicial sale. The Board shall advise each apartment owner in writing of the amount of common expenses payable by him, and shall furnish copies of each budget on which such common expenses are based to all apartment owners and to their mortgagees.

Section 2. Insurance. The Board of Administrators shall consider the following insurance; however, the determination of insurance coverage shall always remain within the sole discretion of the Board of Administrators:

(a) Fire insurance with extended coverage, vandalism, and malicious mischief endorsements, insuring all buildings (including all of the apartments but not including anything within the definition of Apartment Unit as defined in the Master Deed, furniture, furnishings, or other personal property supplied, owned, or installed by apartment owners), together with all air conditioning equipment and other service machinery contained therein; such insurance shall insure the Condominium, the Board of Administrators, and all apartment owners and their mortgagees, as their interests may appear, in an amount equal to the cash value of such property. Each policy shall contain a standard mortgage clause in favor of each mortgagee of an apartment which shall provide that proceeds shall be payable to such mortgagee as its interest may appear, subject, however, to payment provisions in favor of the Board of Administrators.

(b) Such other insurance as the Board of Administrators may determine.

All such policies shall provide that adjustment of loss shall be made by the Board of Administrators and that the net proceeds thereof shall be payable to the Board of Administrators.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten days' prior written notice to all of the insureds, including all mortgagees of apartments. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of apartments at least ten days prior to expiration of the then current policies. The Board of Administrators shall obtain periodic insurance appraisals from a fire insurance company or otherwise of the actual cash value of the building, including, all of the apartments and all of the common elements therein, for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

The Board of Administrators shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board may from time to time determine, covering each member of the Board, the managing agent, the manager, and each apartment owner and the spouse and children of such owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Administrators shall review such limits once each year.

Unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Administrators shall not be affected or diminished by reason of any such additional insurance carried by any apartment owner.

Section 3. Repair or Reconstruction after Damage. In the event of damage to or destruction of the Condominium Property as a result of fire or other casualty (unless 75% or more of both buildings is destroyed or substantially damaged and 75% or more of the apartment owners do not duly and promptly resolve to proceed with repair or restoration within 100 days after such damage or destruction), the Board of Administrators shall arrange for the prompt repair and restoration of such property (excluding anything within the definition of Apartment Unit as defined in the Master Deed, and any furniture, furnishings, or other personal

property supplied, owned or installed by apartment owners), and the Board of Administrators shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Administrators shall assess all the apartment owners directly affected by the damage for such deficit. Subject to provisions of the following paragraph, such deficiency shall be borne by such apartment owners in the proportion that the value (as specified in the Master Deed) of their respective apartment bears to the total of all such values of all apartments which are assessed.

If 75% or more of both buildings are destroyed or substantially damaged and 75% or more of the apartment owners do not duly and promptly resolve to proceed with repair or restoration within 100 days after such damage or destruction, the Regime is waived and the condominium property shall be subject to an action for partition at the suit of any apartment owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies shall be delivered by the Board of Administrators to all the apartment owners in accordance with Section 76820.01 of the Nebraska Condominium Property Act.

Section 4. Payment of Common Expenses. All apartment owners shall be obligated to pay the common expenses assessed by the Board of Administrators pursuant to the provisions of Section 1 of this Article V at such time or times as the Board shall determine.

An apartment owner may, subject to the conditions specified in these Bylaws, and provided that his or her apartment is free and clear of liens and encumbrances other than a permissible first mortgage, and the statutory lien for unpaid common expenses, convey his or her apartment to the Board of Administrators, or its designee, corporate or otherwise, on behalf of all other apartment owners, and in such event be exempt from common expenses thereafter assessed. A purchaser of an apartment shall be jointly and severally liable with the Seller for the payment of common expenses assessed against such apartment prior to the acquisition by him of such apartment.

Section 5. Collection of Assessments. The Board of Administrators shall assess common expenses against the apartment owners from time to time at least annually and shall take prompt action to collect from an apartment owner any common expenses due which remains unpaid by him or her for more than 30 days from the due date for its payment.

Section 6. Default in Payment of Common Expenses. In the event of default by any apartment owner in payment to the Board of Administrators the assessed common expenses, such apartment owner shall be obligated to pay interest at the maximum legal rate for individuals on such common expenses from the due date thereof, together with all expenses and attorney's fees which shall be considered damages and not costs incurred by the Board of Administrators in any proceeding brought to collect such unpaid common expenses. The Board of Administrators shall have the right and duty to attempt to recover such common expenses, together with such interest, expenses, and attorneys' fees, in an action brought against such apartment owner, or by foreclosure of the lien on such apartment as provided in Section 76-817 of the Nebraska Condominium Property Act.

Section 7. Foreclosures of Liens for Unpaid Common Expenses. In any action brought by the Board of Administrators to foreclose a lien on an apartment because of unpaid common expenses, the

apartment owner shall be required to pay a reasonable rental for the use of his or her apartment and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. The Board of Administrators, acting on behalf of all apartment owners, shall have power to purchase such apartment at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the same. A suit to recover a money judgment for unpaid common expenses shall be maintained without foreclosing or waiving the lien securing the same.

Section 8. Statement of Common Expenses. The Board of Administrators shall promptly provide any apartment owner, who makes a request in writing with a written statement of his or her unpaid common expenses.

Section 9. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted by the Board of Administrators, from time to time, or the breach of any Bylaw contained herein or the breach of any provision of the Master Deed shall give the Board of Administrators the right, in addition to any other rights set forth in these Bylaws: (a) to enter the apartment in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting apartment owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Administrators shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings. Nothing contained herein shall be construed to prevent an action for damages by the co-owner or tenant aggrieved by such violation.

Section 10. Maintenance and Repair. (a) All maintenance of and repairs to any apartment, structural or nonstructural, ordinary or extraordinary, (other than maintenance of and repairs to any common elements contained therein not necessitated by the negligence, misuse, or neglect of the owner of such apartment) shall be made by the owner of such apartment. Each apartment owner shall be responsible for all damages to any other apartment and to the common elements resulting from his or her failure to effect such maintenance and repairs.

(b) All maintenance, repairs, and replacements to the common elements, whether located inside or outside of the apartments (unless necessitated by the negligence, misuse, or neglect of an apartment owner, in which case such expense shall be charged to such apartment owner), shall be made by the Board of Administrators and be charged to all the apartment owners as a common expense.

Section 11. Limited Common Elements. Limited common elements assigned to an apartment shall be for the exclusive use of the owner of such apartment. Such apartment owner shall make all repairs to such limited common elements resulting from his negligence, misuse, or neglect. All other repairs in, to or with respect to such limited common elements shall be made by the Board of Administrators, as a common expense, except as otherwise provided in the Master Deed establishing the Condominium.

Section 12. Use of Apartment Units. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the apartments, the use of the Condominium Property shall be subject to the following limitations:

(a) The apartments shall be used for a single family residence only.

(b) The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of apartments.

(c) No nuisance shall be allowed on the Condominium Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Condominium Property by its residents.

(d) No immoral, improper, offensive, or unlawful use shall be made of the Condominium Property or any part thereof and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be complied with. Such compliance shall be accomplished at the sole expense of the apartment owners or the Board of Administrators, whichever shall have the obligation to maintain or repair such portion of the Condominium Property.

(e) No portion of an apartment (other than the entire apartment) may be rented, and no transient tenants may be accommodated therein.

Section 13. Additions, Alterations, or Improvements by Board of Administrators. Whenever in the judgment of the Board of Administrators the common elements shall require additions, alterations, or improvements costing in excess of \$10,000.00 and the making of such additions, alterations, or improvements shall have been approved by a majority of the apartment owners, the Board of Administrators shall proceed with such additions, alterations, or improvements and shall assess all apartment owners on the costs thereof as a common expense. Any additions, alterations, or improvements costing \$10,000.00 or less may be made by the Board of Administrators without approval of the apartment owners and the cost thereof shall constitute a common expense.

Section 14. Additions, Alterations, or Improvements by Apartment Owners. No apartment owner shall make any structural addition, alteration, or improvement in or to his apartment without the prior written consent thereto of the Board of Administrators. The Board shall have the obligation to answer any written request by an apartment owner for approval of a proposed structural addition, alteration, or improvement in such apartment owner's apartment, within 30 days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Administrators to the proposed addition, alteration, or improvement. Any application to any governmental authority for a permit to make an addition, alteration, or improvement in or to any apartment shall be executed by the Board. The Board shall not be liable to any contractor, subcontractor, or materialman or to any person sustaining personal injury or property damage, or for any claim arising in connection with such addition, alteration, or improvement. The provisions of this Section 14 shall not apply to apartments owned by the Sponsor until after such apartments shall have been sold by the Sponsor and paid for.

Section 15. Use of Common Elements and Facilities. An apartment owner shall not place any furniture, package, or objects in the lobbies, vestibules, public halls, stairways, or other common areas or common facilities. The lobbies, vestibules, public halls, and stairways shall be used for no purpose other than for a normal transit.

Section 16. Right of Access. An apartment owner shall grant a right of access to his or her apartment to the manager, the managing agent, and any other person authorized by the Board of Administrators, the manager, or the managing agent, to make

inspections on a reasonable basis; to correct any condition originating in his or her apartment and threatening another apartment or a common or limited common element; to install, alter, or repair mechanical or electrical services or other common elements in his or her apartment or elsewhere in the building; and to correct any condition which violates the provisions of any mortgage covering another apartment. Requests for such entry shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the apartment owner. However, in case of an emergency, such right of entry shall be immediate, whether the apartment owner is present at the time or not.

Section 17. Rules of Conduct. Rules and regulations concerning the use of the apartments and the common elements may be promulgated and amended by the Board of Administrators with the approval of apartment owners owning at least two-thirds of the basic value of all apartment units in the Condominium, as defined in the Master Deed establishing this Condominium. Copies of such rules and regulations shall be furnished by the Board to each apartment owner prior to their effective date. Initial rules and regulations, which shall be effective until properly amended or revoked are annexed and made a part of these Bylaws as Schedule A.

Section 18. Utilities. Electricity, gas and water are currently supplied by the public utilities directly to each apartment through a separate meter and each apartment owner shall be required to pay the bills for such utilities consumed or used in his or her apartment. The utilities serving the common elements and limited common elements shall be separately metered, and the Board of Administrators shall pay all bills for such utilities consumed in such portions of the common elements or limited common elements, as a common expense.

Article VI Mortgages

Section 1. Notice to Board of Administrators. An apartment owner who mortgages his or her apartment shall notify the Board of Administrators of the name and address of his or her mortgagee and shall file a conformed copy of the note and mortgage with the Board. The Board shall maintain such information in a book entitled "Mortgages of Apartments".

Section 2. Notice of Unpaid Common Expenses. The Board of Administrators, whenever so requested in writing by a mortgagee of an apartment, shall promptly report any then unpaid common expenses or other default by the owner of the mortgaged apartment.

Section 3. Notice of Default. The Board of Administrators, when giving notice to an apartment owner of a default in paying common expenses or other default, shall send a copy of such notice to each holder of a mortgage covering such apartment whose name and address has theretofore been furnished to the Board.

Section 4. Examination of Books. Each apartment owner and each mortgagee of an apartment shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but not more often than once a month.

Article VII Sales and Leases of Apartments

Section 1. Sales and Leases. No apartment owner may sell or lease his or her apartment or any interest therein except by complying with the provisions of this Section. An apartment owner's sale of his or her apartment shall include the sale of

(a) the undivided interest in the common elements appurtenant thereto; (b) the interest of such apartment owner in any apartments theretofore acquired by the Board of Administrators, or its designee, on behalf of all apartment owners, or the proceeds of the sale or lease thereof, if any; and (c) the interest of such apartment owner in any other assets of the Condominium, hereinafter collectively called the appurtenant interests.

Any apartment owner who receives a bona fide offer for the sale or lease of his or her apartment, hereinafter called an outside offer, which he or she intends to accept, shall give notice to the Board of Administrators of such offer and of such intention, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction and such other information as the Board of Administrators may reasonably require, and shall offer to sell or to lease such apartment, to the Board of Administrators, or its designee, corporate or otherwise, on behalf of the owners of all other apartments, on the same terms and conditions as contained in such outside offer. The giving of such notice shall constitute a warranty and representation by the apartment owner who has received such offer, to the Board of Administrators on behalf of the other apartment owners, that such apartment owner believes the outside offer to be bona fide in all respects. Within 15 days after receipt of such notice, the Board may elect, by notice to such apartment owner, to purchase or to lease such apartment, as the case may be, (or to cause the same to be purchased or leased by its designee, corporate or otherwise), on behalf of all other apartment owners, on the same terms and conditions as contained in the outside offer and as stated in the notice from the apartment owner. In the event the Board shall elect to purchase or to lease such apartment, or to cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close at the office of the attorneys for the Condominium 30 days after the giving of notice by the Board of its election to accept such offer. At the closing, the apartment owner, if such apartment is to be sold, shall convey the same to the Board of Administrators, or to its designee, on behalf of all other apartment owners, by deed in the proper form and shall pay all transfer taxes arising out of such sale. In the event such apartment is to be leased, the offering apartment owner shall execute and deliver to the Board of Administrators, or to its designee, a lease between the apartment owner, as landlord, and the Board, or its designee, as tenant, covering such apartment, on the terms and conditions contained in such outside offer. In the event the Board or its designee shall fail to accept such offer within 15 days, the apartment owner shall be free to contract to sell or to lease such apartment, as the case may be, to the outside offeror within 60 days after the expiration of the period in which the Board or its designee might have accepted such offer, on the terms and conditions set forth in the notice from the apartment owner to the Board of such outside offer. Any deed to an outside offeror shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Master Deed, the Bylaws and the rules and regulations, as the same may be amended from time to time. Any lease to an outside offeror shall be consistent with these Bylaws and shall provide that it may not be modified, amended, extended, or assigned, without the prior written consent of the Board of Administrators, that the tenant shall not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board and that the Board shall have power to terminate such lease and to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. In the event the offering apartment owner shall not, within such 60 day period, contract to sell or to lease such apartment, as the case may be, to the outside offeror on the terms and conditions contained in the outside offer, or if such a contract is

entered into but not fulfilled, then the apartment owner shall be required to again comply with all of the terms and provisions of this Section in order to sell or to lease the apartment. The provisions hereof shall not apply to the Sponsor who shall be free to sell or lease without first notifying or obtaining the consent of the Board of Administrators.

Any purported sale or lease of an apartment in violation of this Section shall be voidable at the election of the Board of Administrators.

Section 2. Consent of Apartment Owners to Purchase or Lease by Board of Administrators. The Board of Administrators shall not exercise any option to purchase or lease any apartment without the prior approval of a majority of the apartment owners.

Section 3. No Severance of Ownership. No apartment owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his or her apartment without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any apartment may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the apartment to which such interests are appurtenant, or as part of a sale, transfer, or other disposition of such part of the appurtenant interest of all apartments.

Section 4. Release of Administrators of Right of First Refusal. The right of first refusal contained in Section 1 of this Article VII may be released or waived by the Board of Administrators, in which event the apartment may be sold, conveyed, or leased, free and clear of the provisions of such Section.

Section 5. Certificate of Termination of Right of First Refusal. A certificate, executed and acknowledged by the Secretary of the Condominium, stating that the provisions of Section 1 of this Article VII have been met by an apartment owner, or have been duly waived by the Board of Administrators, and that the rights of the Board thereunder have terminated, shall be conclusive upon the Board and the apartment owners in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any apartment owner who has in fact complied with the provisions of Section 1 of this Article VII or in respect to whom the provisions of Section 1 of this Article VII have been waived, upon request, for a reasonable fee, not to exceed \$50.00.

Section 6. Financing of Purchase of Apartments by Board of Administrators. Acquisition of apartments by the Board of Administrators, or its designee, on behalf of all apartment owners, may be made from the working capital and common expenses in the hands of the Board of Administrators, or if such funds are insufficient, the Board of Administrators may levy an assessment against each apartment owner in proportion to his ownership in the common elements, as a common expense, which assessment shall be enforceable in the same manner as provided in Sections 6 and 7 of Article V. Alternatively, the Board of Administrators may borrow money to finance the acquisition of such apartment, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the apartment so to be acquired by the Board of Administrators.

Section 7. Exceptions. The provisions of Section 1 of this Article VII shall not apply with respect to any sale, lease or conveyance by an apartment owner of his or her apartment unit to his or her spouse or to any of his or her children or to his or her parent or parents or to his or her brothers or sisters, or any one or more of them, or to an apartment owned by the Sponsor, or to the acquisition or sale of an apartment by a mortgagee herein authorized who shall acquire title to such unit by foreclosure or by deed in lieu of foreclosure. However, the provisions of such Section shall apply with respect to any purchaser of such apartment from such mortgagee.

Section 8. Gifts and Devises, etc. Any apartment owner shall be free to convey or transfer his or her apartment by gift or to devise his or her apartment by will, or to pass the same by intestacy, without restriction.

Section 9. Waiver of Right with Partition with Respect to Apartments Acquired by Board of Administrators. In the event that an apartment shall be acquired by the Board of Administrators, or its designee, on behalf of all apartment owners as tenants in common, all such apartment owners shall be deemed to have waived all rights of partition with respect to such apartment.

Section 10. Payment of Assessments. No apartment owner shall be permitted to convey, mortgage, pledge, hypothecate, sell, or lease his or her apartment unless and until he or she shall have paid in full to the Board all unpaid common expenses theretofore assessed by the Board against his or her apartment and unless and until he or she shall have satisfied all unpaid liens against such apartment, except permitted mortgages.

Article VIII Condemnation

Section 1. Condemnation. In the event of a taking in condemnation or by eminent domain of part or all of the common elements, the award made for such taking shall be payable to the Board of Administrators. If 75% or more of the apartment owners duly and promptly approve the repair and restoration of such common elements, the Board of Administrators shall arrange for the repair and restoration of such common elements and the Board shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that 75% or more of apartment owners do not duly and promptly approve the repair and restoration of such common elements, the Board of Administrators shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article V of these Bylaws.

Article IX Records

Section 1. Records and Audits. The Board of Administrators of the managing agent shall keep detailed records of the actions of the Board and the managing agent, minutes of the meetings of the Board of Administrators, minutes of the meetings of the apartment owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each apartment which, among other things, shall contain the amount of each assessment of common expenses against such apartment unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the condominium shall be rendered by the Board of

Administrators to all apartment owners at least quarter-annually.

Article X
Miscellaneous

Section 1. Notices. All notices to the Board of Administrators shall be sent by certified mail, receipt requested, in care of the managing agent, or if there is no managing agent, to an officer of the Board or to such other address as the Board may hereafter designate from time to time. All notices to any apartment owner shall be sent by certified mail, receipt requested, to the building in which such owner resides or to such other address as may have been designated by him or her from time to time, in writing, to the Board of Administrators. All notices to mortgagees of apartments, shall be sent by certified mail to their respective addresses, as designated by them from time to time, in writing, to the Board. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section 2. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity or enforceability of the remaining provisions.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws, or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. Common Elements. Unless the context clearly requires otherwise, the use of the term common elements shall mean both general common elements and limited common elements as those terms are defined in the Mater Deed establishing this Condominium.

Article XI
Amendments to Bylaws

Section 1. Amendments to Bylaws. Except as hereinafter provided otherwise, these Bylaws may be modified or amended by the vote of apartment owners owning at least two-thirds of all apartment units within the Condominium at a meeting of apartment owners duly held for such purposes. Section 14 of Article V, in so far as it provides that the provisions of such section shall not apply to any apartments owned by the Sponsor and Section 7 of Article VII, in so far as it provides that the Sponsor shall be exempt from the provisions of Section 1 of Article VII, and this Section 1 of Article XI may not be amended without the consent in writing of the Sponsor, so long as the Sponsor shall be the owner of one or more apartments.

Article XII
Conflicts

Section 1. Conflicts. These Bylaws are intended to comply with the requirements of The Nebraska Condominium Property Act. In case any of these Bylaws conflict with the provisions of such statute or of the Master Deed, the provisions of such statute or of the Master Deed, as the case may be, shall control.

SCHEDULE A

THE SUNSET VALLEY APARTMENTS CONDOMINIUM
("CONDOMINIUM")
RULES AND REGULATIONS

1. The sidewalks, entrances, passages, vestibules, corridors and stairways of the Buildings comprising the Condominium ("the Buildings") shall not be obstructed or used for any other purpose other than ingress to and egress from the apartment units in the Buildings.
2. No article shall be placed in any of the halls or on any of the staircases or landings, nor shall any fire exist be obstructed in any manner. Nothing shall be hung or shaken from the doors or windows.
3. No public hall or vestibule of the Buildings shall be decorated or furnished by any apartment owner in any manner.
4. Each apartment owner shall keep his or her apartment in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be thrown or swept therefrom or from the doors or windows thereof, any dirt or other substance.
5. No awning or radio or television aerial shall be attached to or hung from the exterior of the Buildings and no sign, notice or advertisement or illumination shall be described or exposed on or at any window or other part of the Buildings, except as shall have been approved in writing by the Board of Administrators or the managing agent or the manager, which approval may be granted or refused in the sole discretion of the Board of Administrators or the managing agent or the manager; nor shall anything be projected from any window of the Buildings without similar approval.
6. All radio, television or other electrical equipment of any kind or nature installed or used in each apartment shall fully comply with all rules, regulations, requirements or recommendations of public authorities having jurisdiction, and the apartment owner shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such owner's apartment.
7. No bicycles, motorcycles, or similar vehicles shall be taken into or from the Buildings through the main entrance and no baby carriages or any of the above mentioned vehicles shall be allowed to stand in public halls, passage ways, or other public areas of the Buildings.
8. No apartment owner shall make or permit any disturbing noises in the Buildings, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other unit owners. No unit owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a phonograph or a radio or television set or other loud speaker in such owner's apartment between the hours of 1:00 a.m. and the following 6 a.m., if the same shall disturb or annoy other occupants of the Buildings.
9. No pets or domestic animals may be kept by any apartment owner or allowed in the Buildings.
10. Water-closets and other water apparatus in the Buildings shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other articles be thrown into the same. Any damage resulting from such use of any water-closet or other apparatus in the apartment shall be repaired and paid for by the owner of such apartment.

11. The agents of the Board of Administrators or the managing agent and any contractor or workman authorized by the Board of Administrators or the managing agent or the manager may enter any room or apartment in the Buildings at any reasonable hour of the day for the purpose of inspecting such apartment for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.
12. Corridor doors shall be kept closed at all times except when actually used for ingress or egress to and from public corridors.
13. The Board of Administrators or the managing agent or the manager may retain a pass-key to each apartment. The apartment owner shall not alter or install a new lock on any door leading to his or her apartment without the consent of the Board of Administrators or the managing agent or the manager which consent will not be unreasonably withheld. If such consent is given, the Board of Administrators or the managing agent or the manager shall be provided with a key.
14. No vehicle belonging to an apartment owner or to a member of the family or guest, tenant or employee of an apartment owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the Buildings by another vehicle.
15. The Board of Administrators or the managing agent or the manager may from time to time curtail or relocate any space devoted to storage or service purposes in any part of the Buildings.
16. Complaints regarding the service of the Buildings shall be made to the Board of Administrators or to the managing agent or to the manager.
17. These rules and regulations may be added to, amended or repealed at any time by resolution of the Board of Administrators.
18. The laundry and drying apparatus in the laundry rooms in the Buildings shall be used in such manner and at such times as the Board of Administrators or the managing agent or the manager may direct. Clothes and other articles shall not be dried outside the Buildings or aired on the roof of such Buildings.
19. No garbage cans, milk bottles, mats or other articles shall be placed in the hall or on the staircase landings.
20. Apartment owners shall not cause or permit any unusual noise or odors to be produced upon or to emanate from their apartments.
21. No apartment owner or any of his or her agents, servants, employees, licensees or visitors shall at any time bring into or keep in his or her apartment unit any inflammable, combustible or explosive fluid, material, chemical, or substance, except for normal household use.
22. If any key or keys are entrusted by an apartment owner or by any member of his or her family or by his or her agent, servant, employee, licensee or visitor to an employee of the Board of Administrators or the managing agent or the manager, whether for such apartment owner's apartment or automobile, truck or other item of personal property, the acceptance of the key

shall be at the sole risk of each apartment owner and neither the Board of Administrators or the managing agent nor the manager shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

23. The existing exterior side of all entrance doors to Apartment Units shall not be changed without the prior written permission of the Board of Administrators.



2

BOOK 1642 PAGE 307

3

THOMPSON, DREESSEN & DORNER

Consulting Engineers & Land Surveyors

10730 PACIFIC STREET, OMAHA, NEBRASKA 68114, TEL. (402) 397-7694

August 3, 1979

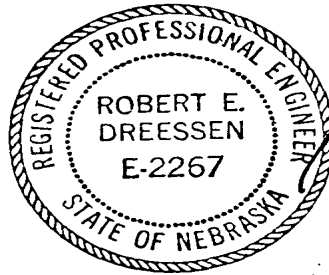
ROBERT E. DREESSEN, P.E.
WILLIAM P. DORNER, L.S.
NELSON J. HYMANS, P.E.
JAMES D. WARNER, L.S.
CHARLES E. RIGGS, P.E.
ERNEST W. KOENIG, L.S.
RAYMOND L. KILMER, JR., P.E.
DAVID L. BAUER, E.I.T.
ROBERT L. DEAN, P.E.

TO WHOM IT MAY CONCERN:

RE: SUNSET VALLEY APARTMENTS CONDOMINIUMS

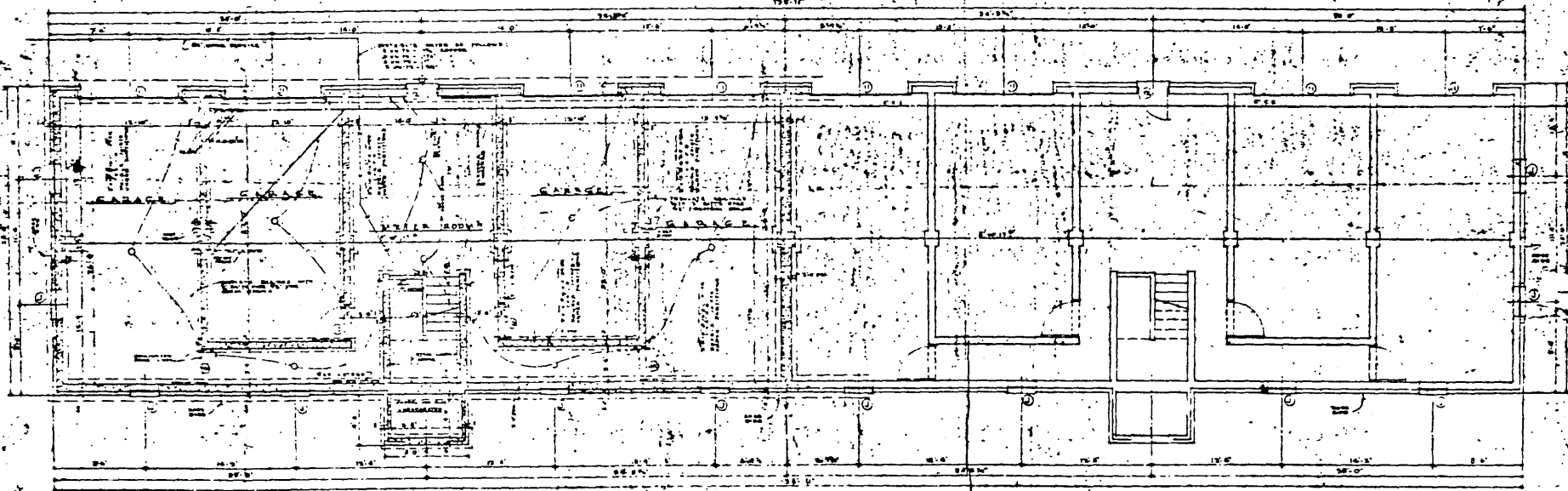
CERTIFICATE

I, Robert E. Dreessen, a licensed engineer of the State of Nebraska, do hereby certify that the plans to which this Certificate is attached represent reduced copies of the full and exact plans of the two buildings comprising in part the Sunset Valley Apartments Condominiums.



ROBERT E. DREESSEN, P.E., PRESIDENT
THOMPSON, DREESSEN & DORNER, INC.

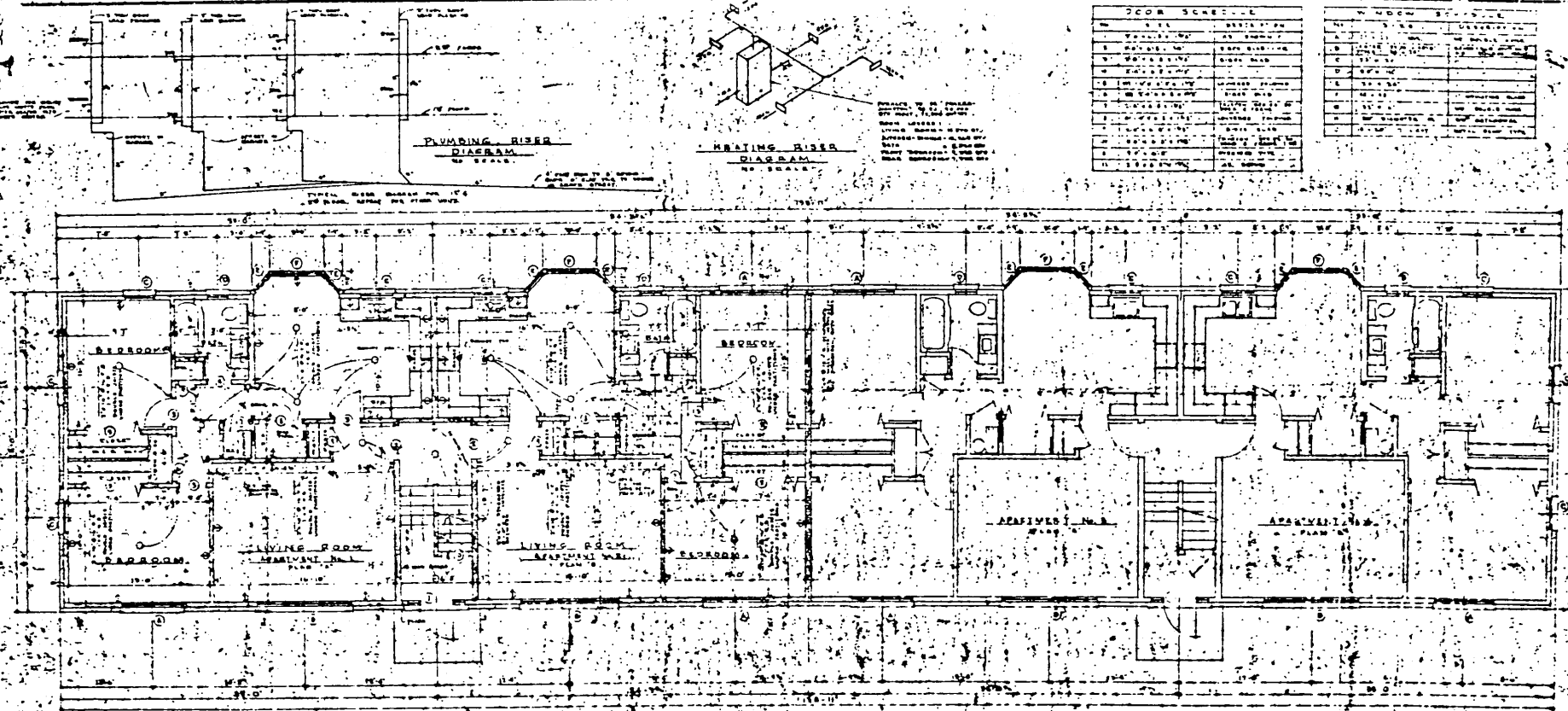
POOR COPY FILED



BASEMENT PLAN

S. P. R. APARTMENT
S. P. R. ARCHITECTS
S. P. R. ARCHITECTS
S. P. R. ARCHITECTS

POOR COPY FILED



PLUMBING RISER DIAGRAM

HEATING RISER DIAGRAM

DOOR SCHEDULE

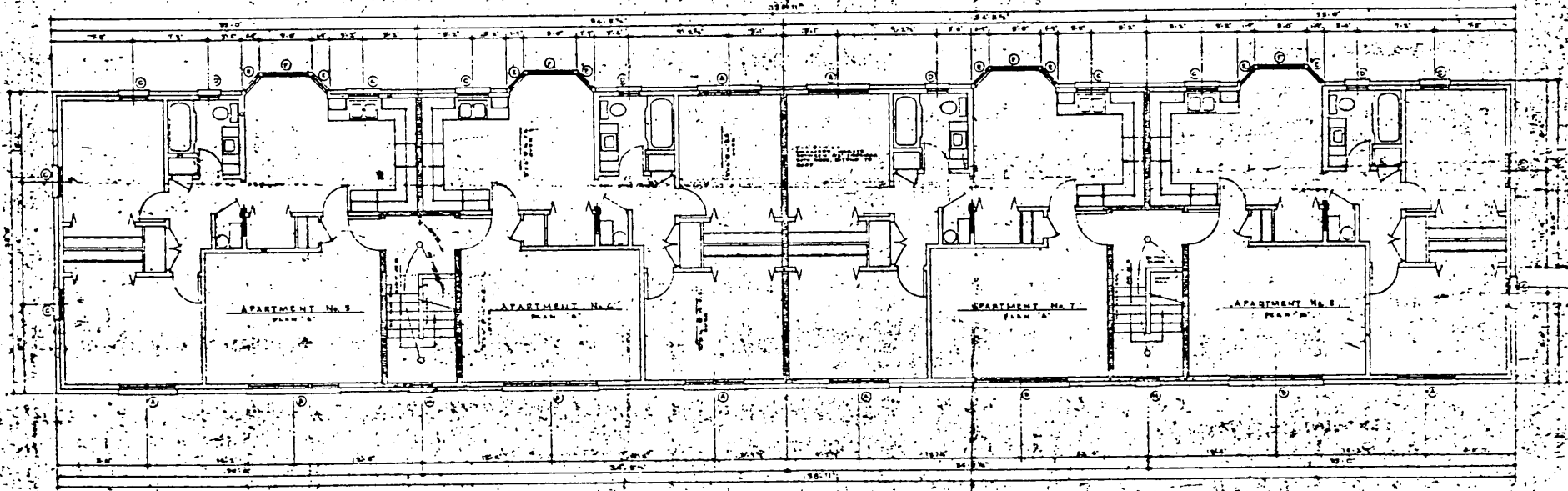
No.	DESCRIPTION	DETAIL
1	DOOR	DOOR
2	DOOR	DOOR
3	DOOR	DOOR
4	DOOR	DOOR
5	DOOR	DOOR
6	DOOR	DOOR
7	DOOR	DOOR
8	DOOR	DOOR
9	DOOR	DOOR
10	DOOR	DOOR
11	DOOR	DOOR
12	DOOR	DOOR

WINDOW SCHEDULE

No.	DESCRIPTION	DETAIL
1	WINDOW	WINDOW
2	WINDOW	WINDOW
3	WINDOW	WINDOW
4	WINDOW	WINDOW
5	WINDOW	WINDOW
6	WINDOW	WINDOW
7	WINDOW	WINDOW
8	WINDOW	WINDOW
9	WINDOW	WINDOW
10	WINDOW	WINDOW
11	WINDOW	WINDOW
12	WINDOW	WINDOW

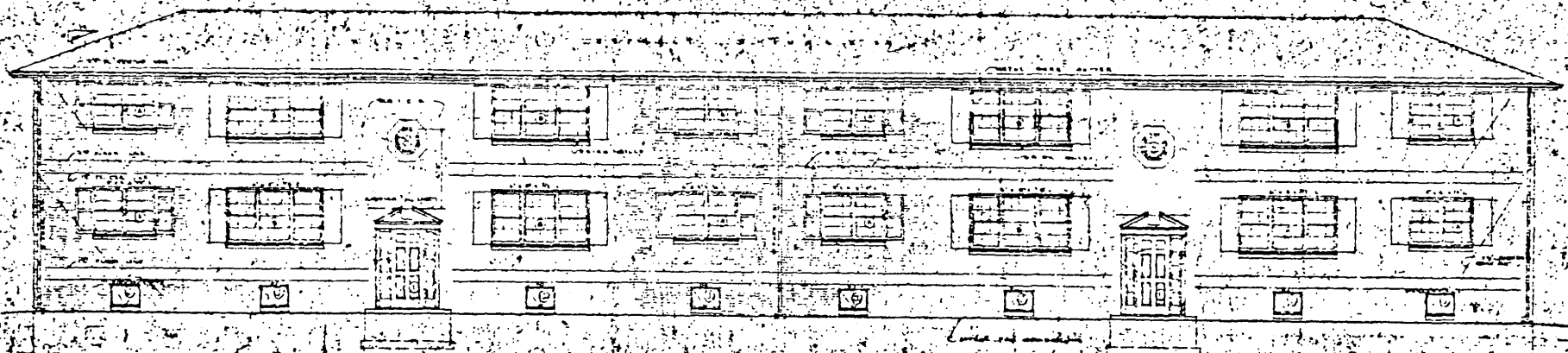
FIRST FLOOR PLAN

POOR COPY FILED

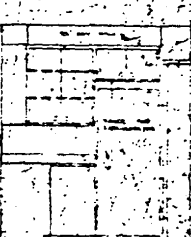
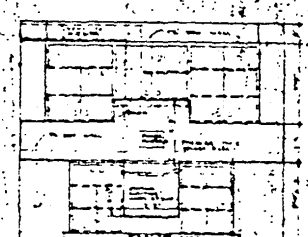
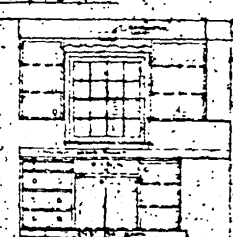
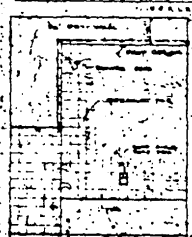
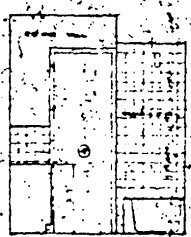
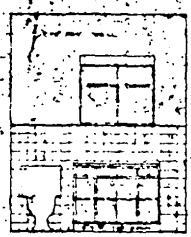
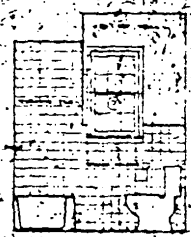


SECOND FLOOR PLAN
(SAME AS FIRST FLOOR PLAN)

POOR COPY FILED



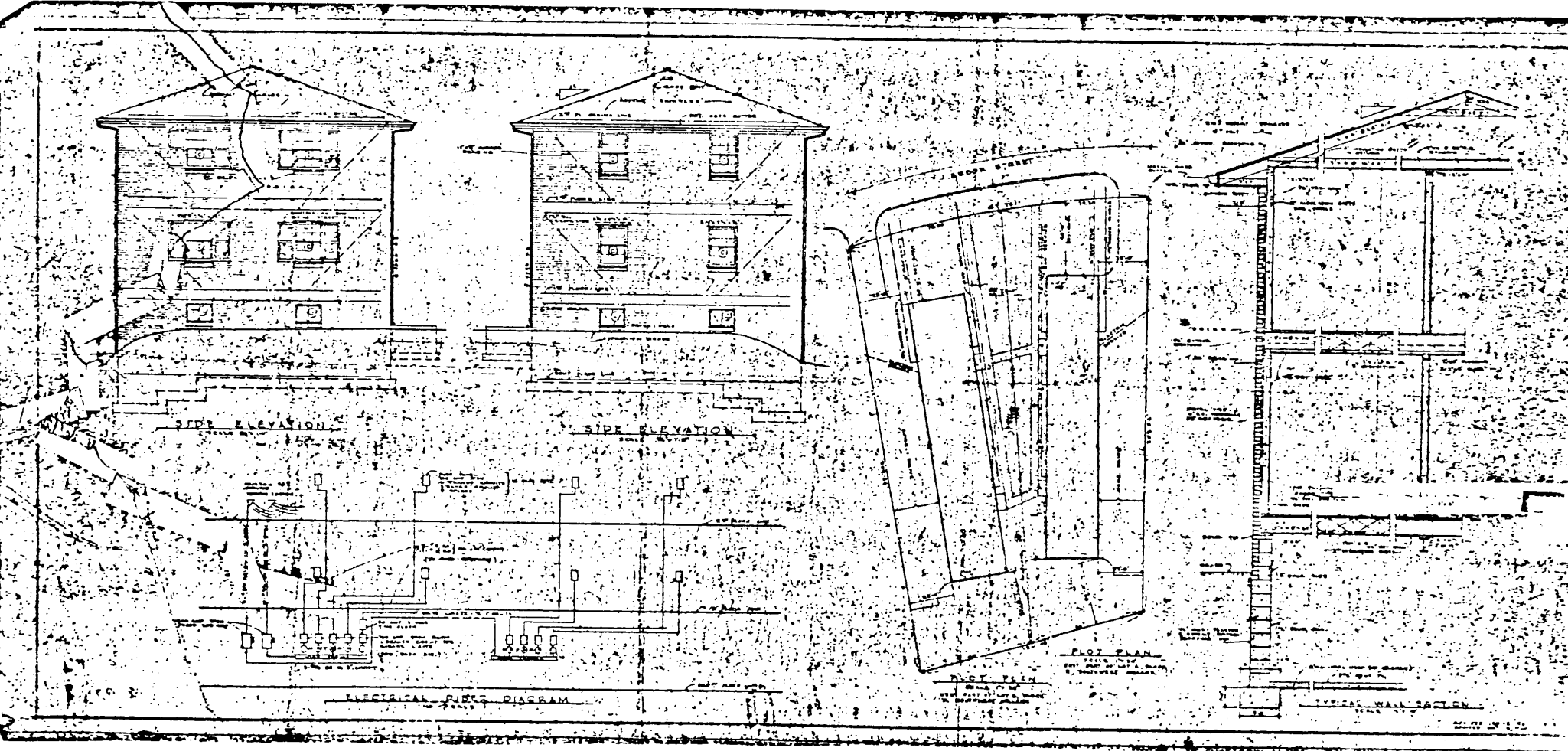
FRONT ELEVATION



BATH DETAILS

KITCHEN DETAILS

POOR COPY FILED



UNIT LOCATION PLANS

UNIT No. 9101-1

SUNSET VALLEY APARTMENTS-CONDOMINIUMS

SPONSOR :
ROBTON INC.

SALES AGENT
MAENNER CO.
10050 REGENCY CIRCLE

LEGEND: HEAVY LINE
INDICATES OUTLINE
OF UNIT

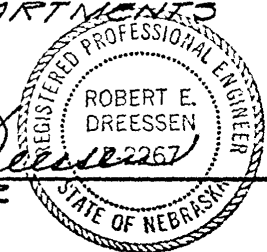


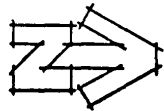
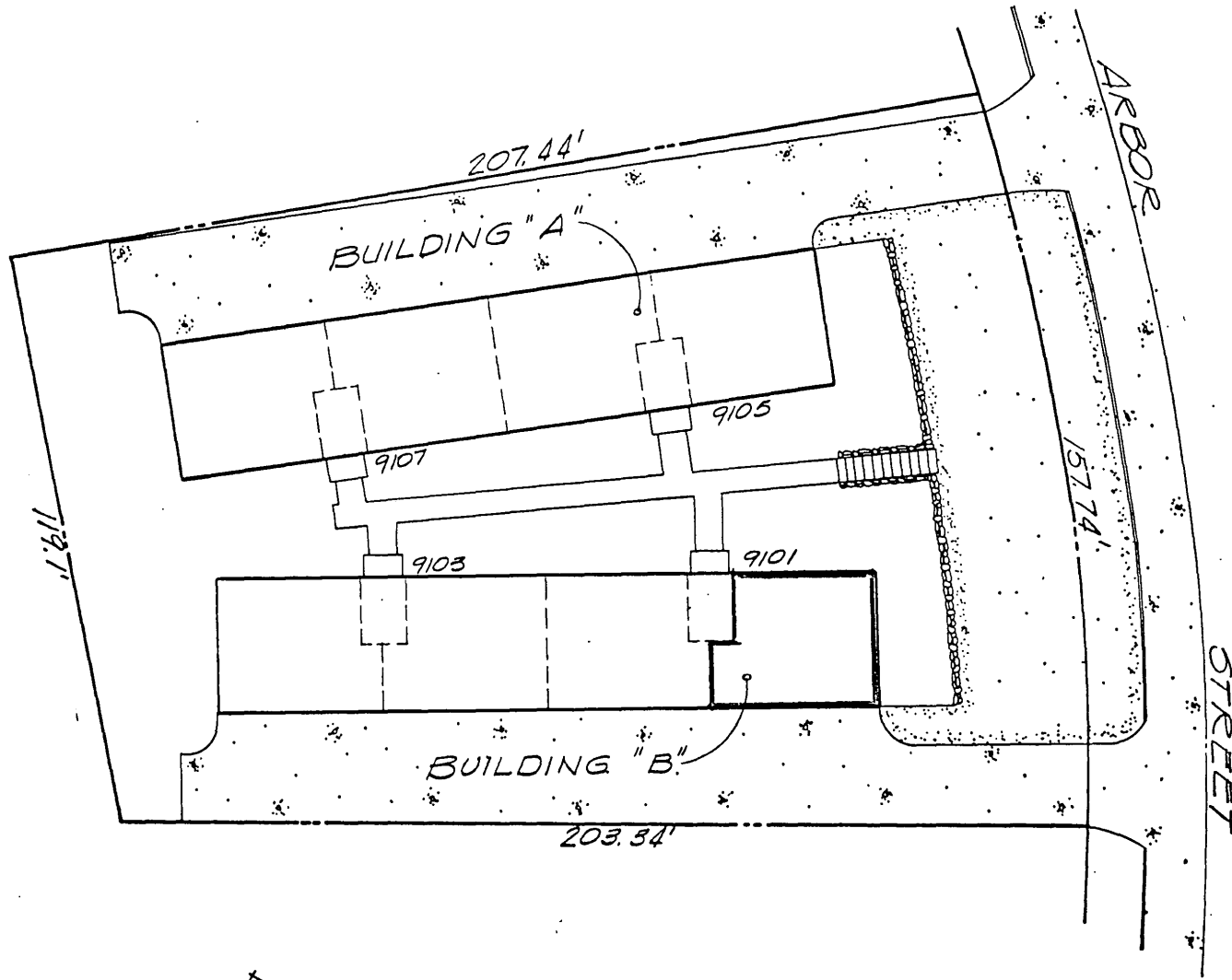
PREPARED BY:
THOMPSON, DREESSEN & DORNER
10730 PACIFIC STREET
OMAHA, NEBRASKA 68114

I, ROBERT E. DREESSEN, A LICENSED
PROFESSIONAL ENGINEER OF THE
STATE OF NEBRASKA CERTIFY THAT
THESE PLANS REPRESENT UNIT No. 9101-1
OF THE SUNSET VALLEY APARTMENTS
CONDOMINIUMS.

August 3, 1979
DATE

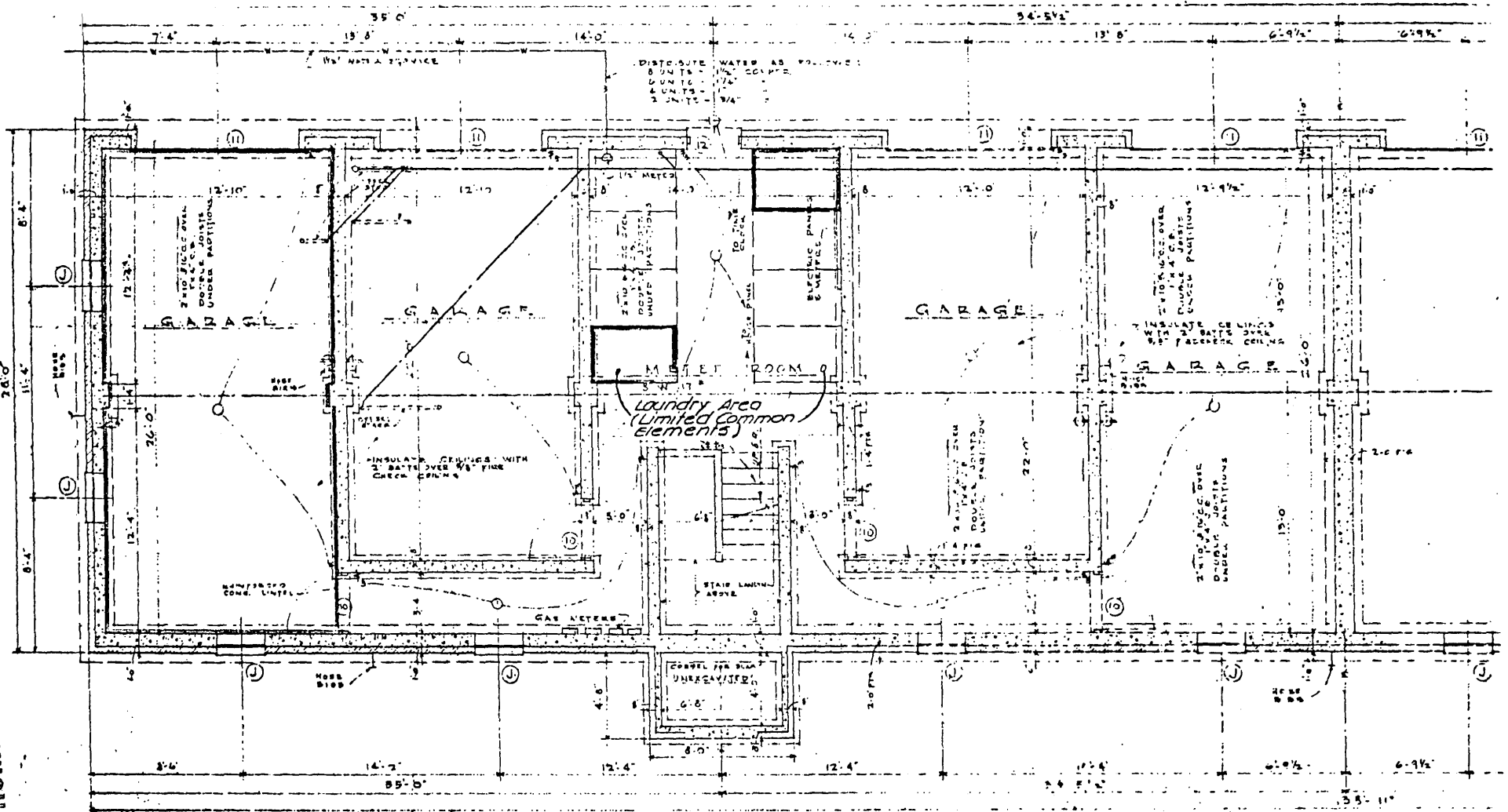
Robert E. Dreesen
ENGINEER





LOCATION OF UNIT ON SITE

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9101-1
1ST Floor Level
Sheet 2 of 7

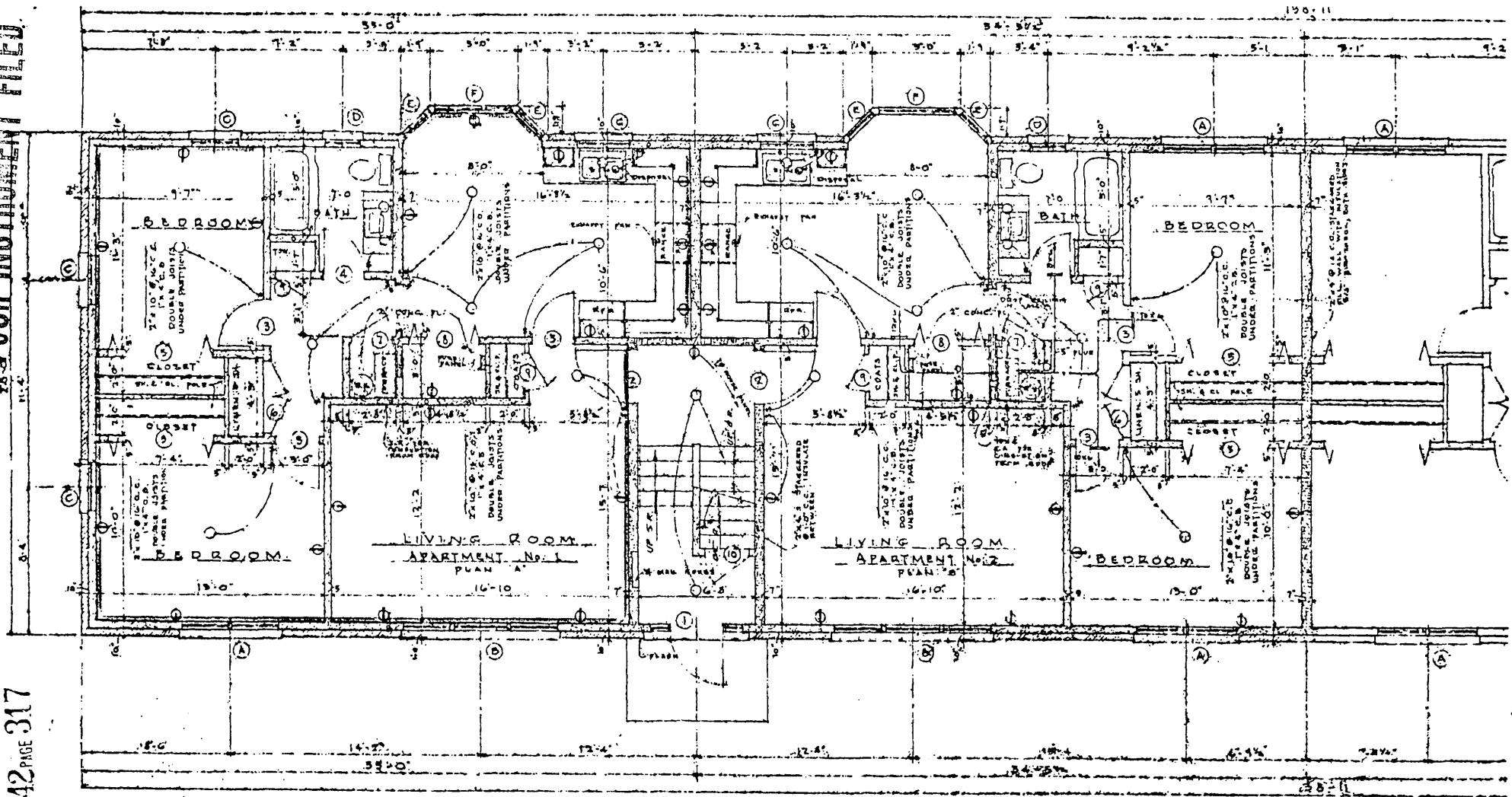


Basement Floor Plan
 Northerly Portion
 Building "B"

Sunset Valley Apartments
 Condominiums
 Unit Location Plan
 Unit No. 2101-1
 Sheet 3 of 7

POOR INSTRUMENT FILED

BOOK 1642 PAGE 317

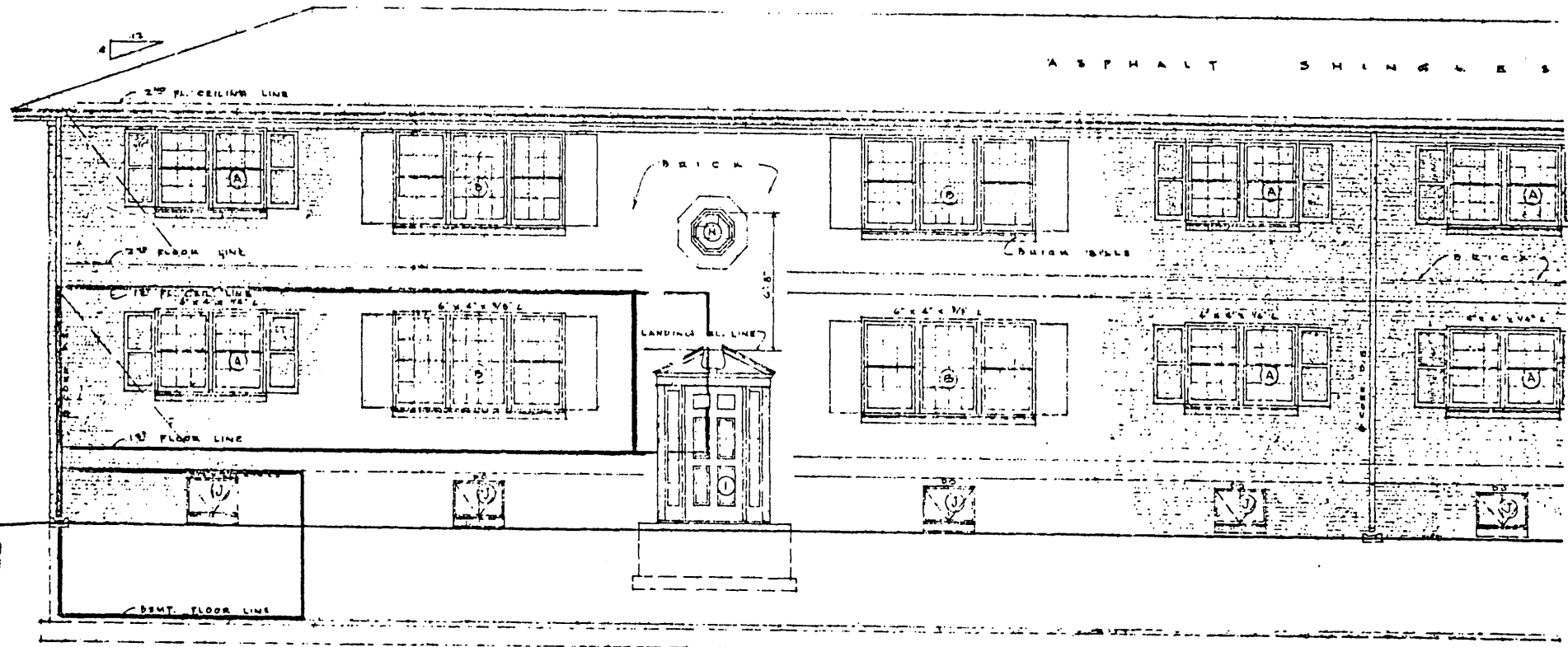


First Floor Plan
 Northerly Portion
 Building "B"

Sunset Valley Apartments
 Condominiums
 Unit Location Plan
 Unit No. 9101-1
 Sheet 4 of 7

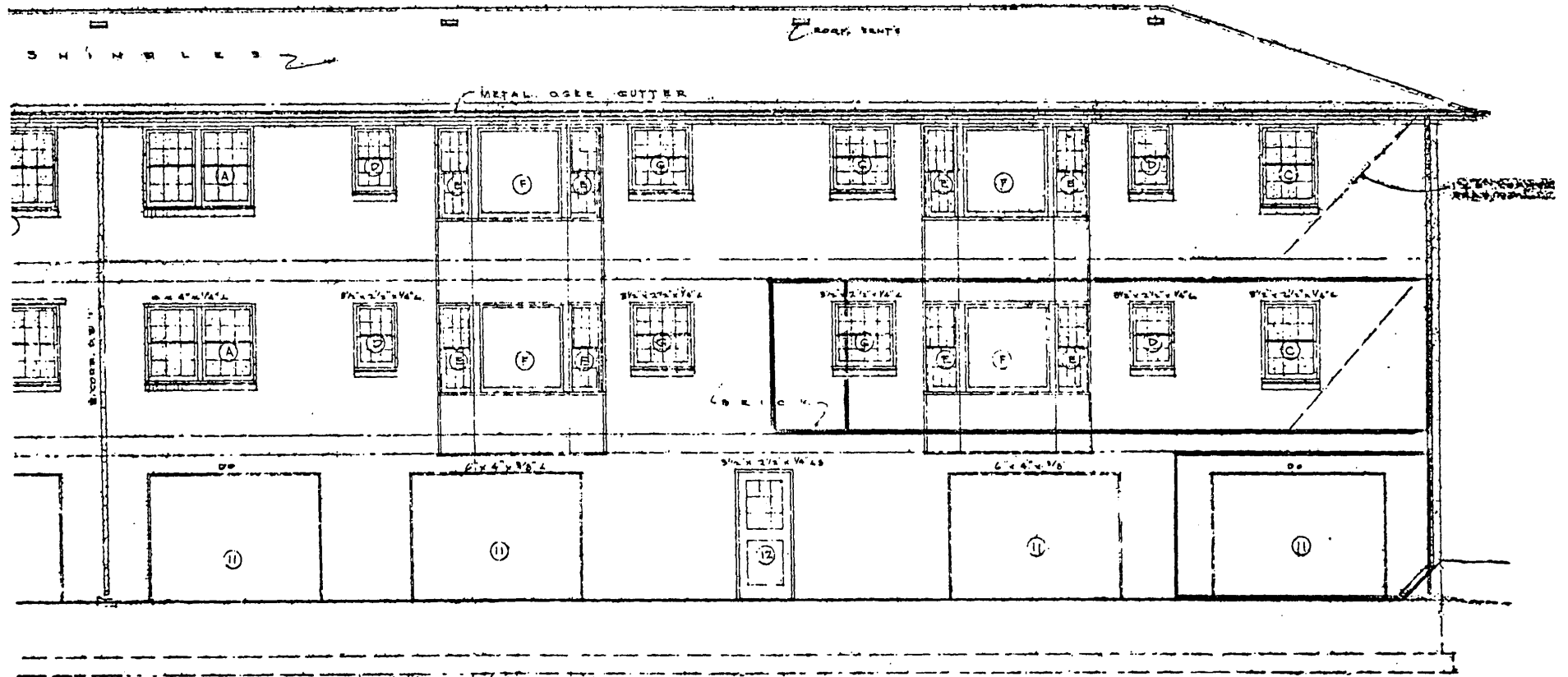
BOOK 1812 PAGE 318

POOR INSURANCE FLD



Front Elevation
Northerly Portion
Building "B"

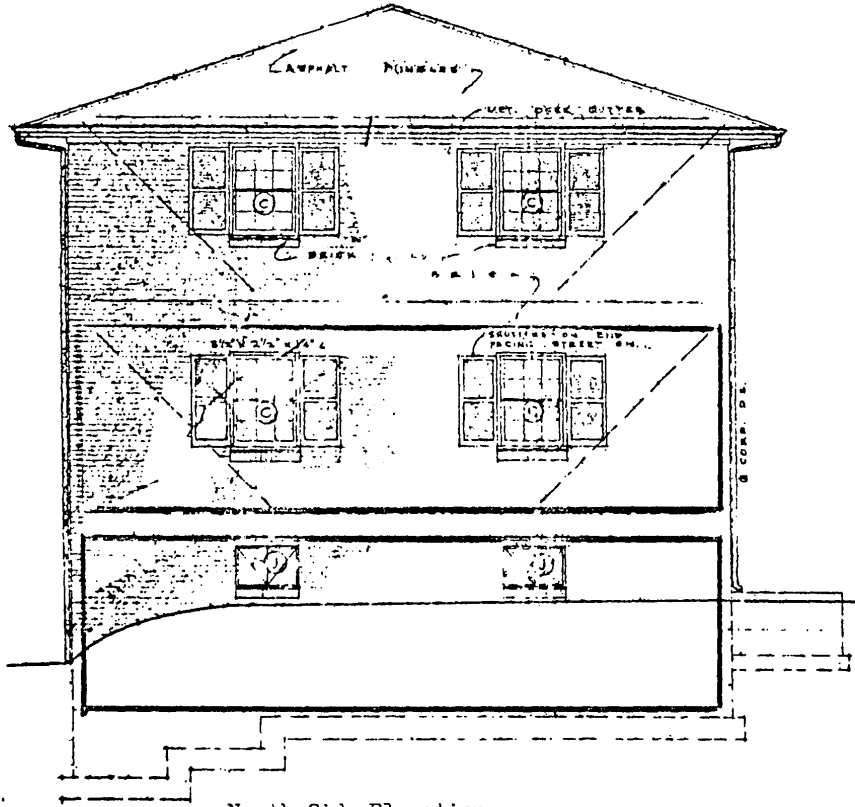
Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9101-1
Sheet 5 of 7



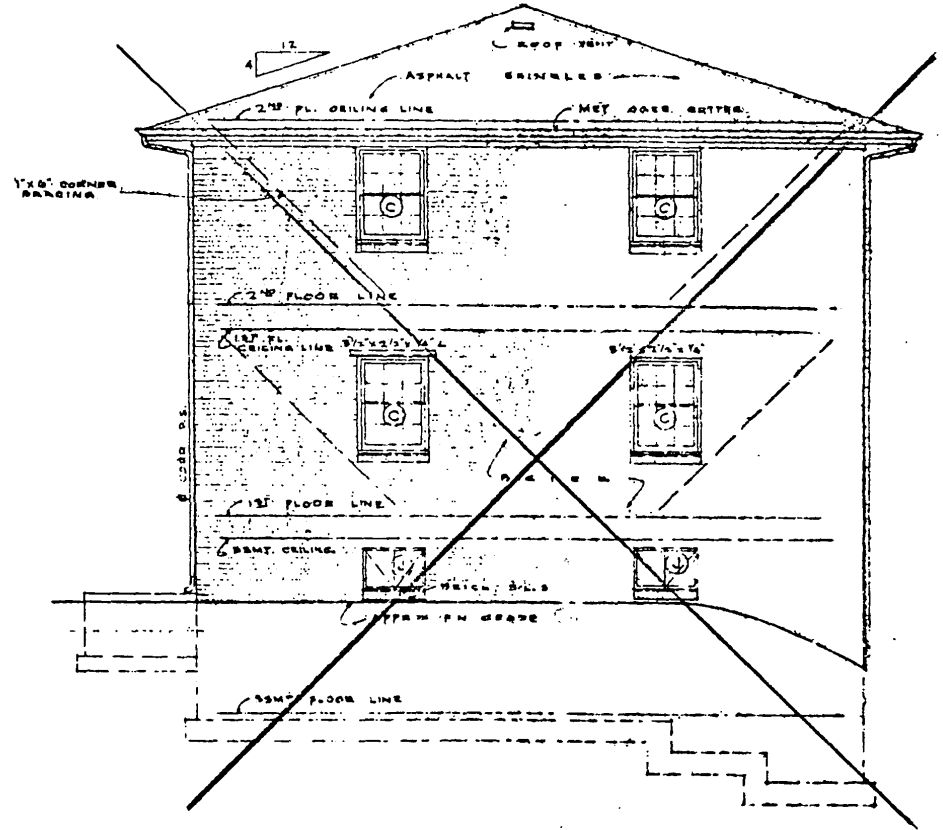
Rear Elevation
Northerly Portion
Building "B"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9101-1
Sheet 6 of 7

POOR REPRODUCTION



North Side Elevation
Building "B"



UNIT LOCATION PLANS

UNIT No. 9101-2

SUNSET VALLEY APARTMENTS-CONDOMINIUMS

SPONSOR :
ROBTON INC.

SALES AGENT
MAENNER CO.
10050 REGENCY CIRCLE

LEGEND: HEAVY LINE
INDICATES OUTLINE
OF UNIT

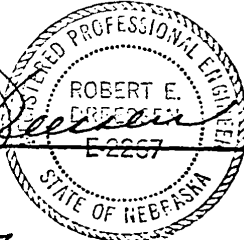


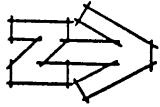
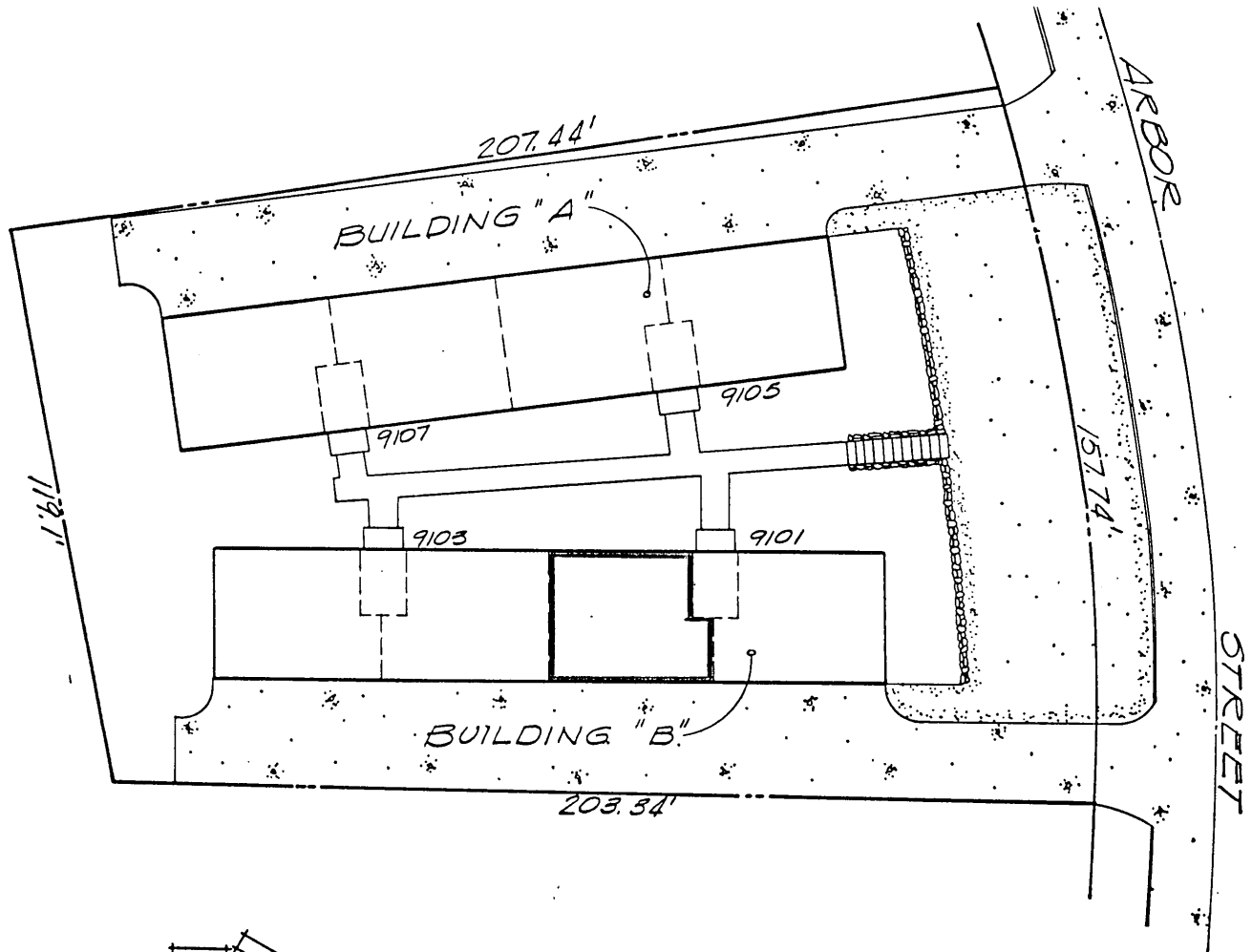
PREPARED BY:
THOMPSON, DREESSEN & DORNER
10730 PACIFIC STREET
OMAHA, NEBRASKA 68114

I, ROBERT E. DREESSEN, A LICENSED
PROFESSIONAL ENGINEER OF THE
STATE OF NEBRASKA CERTIFY THAT
THESE PLANS REPRESENT UNIT No. 9101-2
OF THE SUNSET VALLEY APARTMENTS
CONDOMINIUMS.

August 3, 1979
DATE

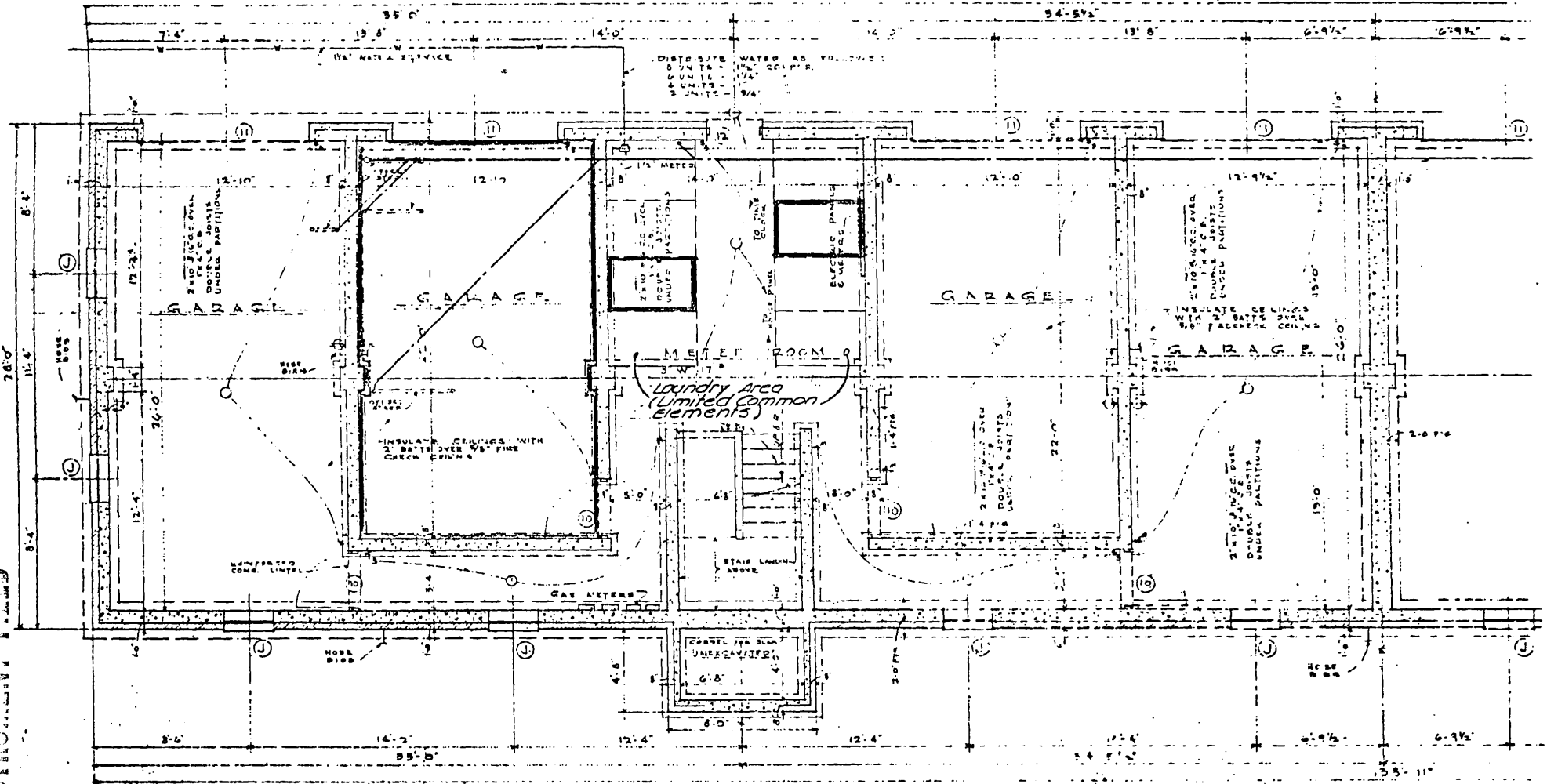
Robert E. Dreesen
ENGINEER





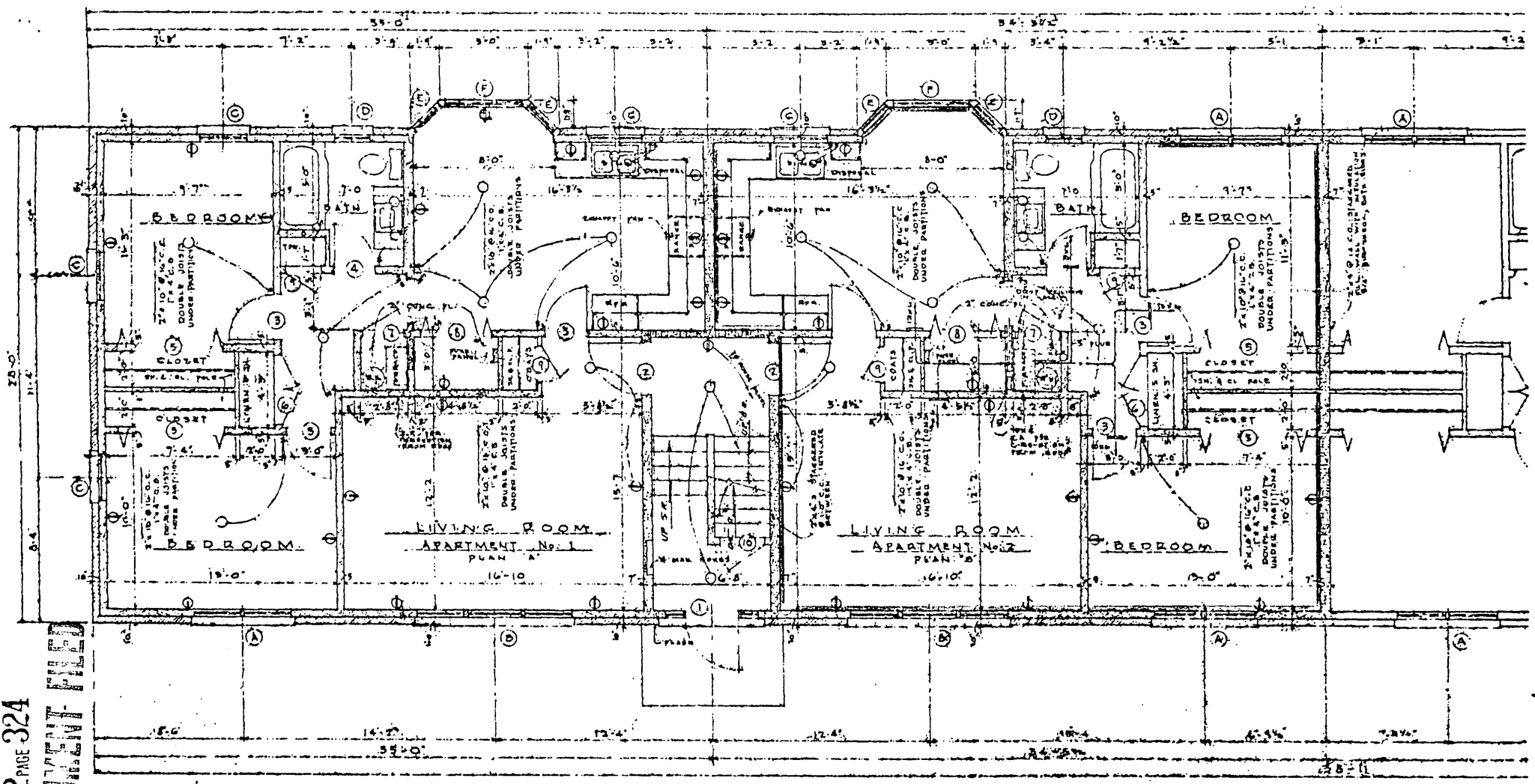
LOCATION OF UNIT ON SITE

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9101-Z
157 Floor Level
Sheet 2 of 7



Basement Floor Plan
 Northerly Portion
 Building "B"

Sunset Valley Apartments
 Condominiums
 Unit Location Plan
 Unit No. 9101-2
 Sheet 3 of 7

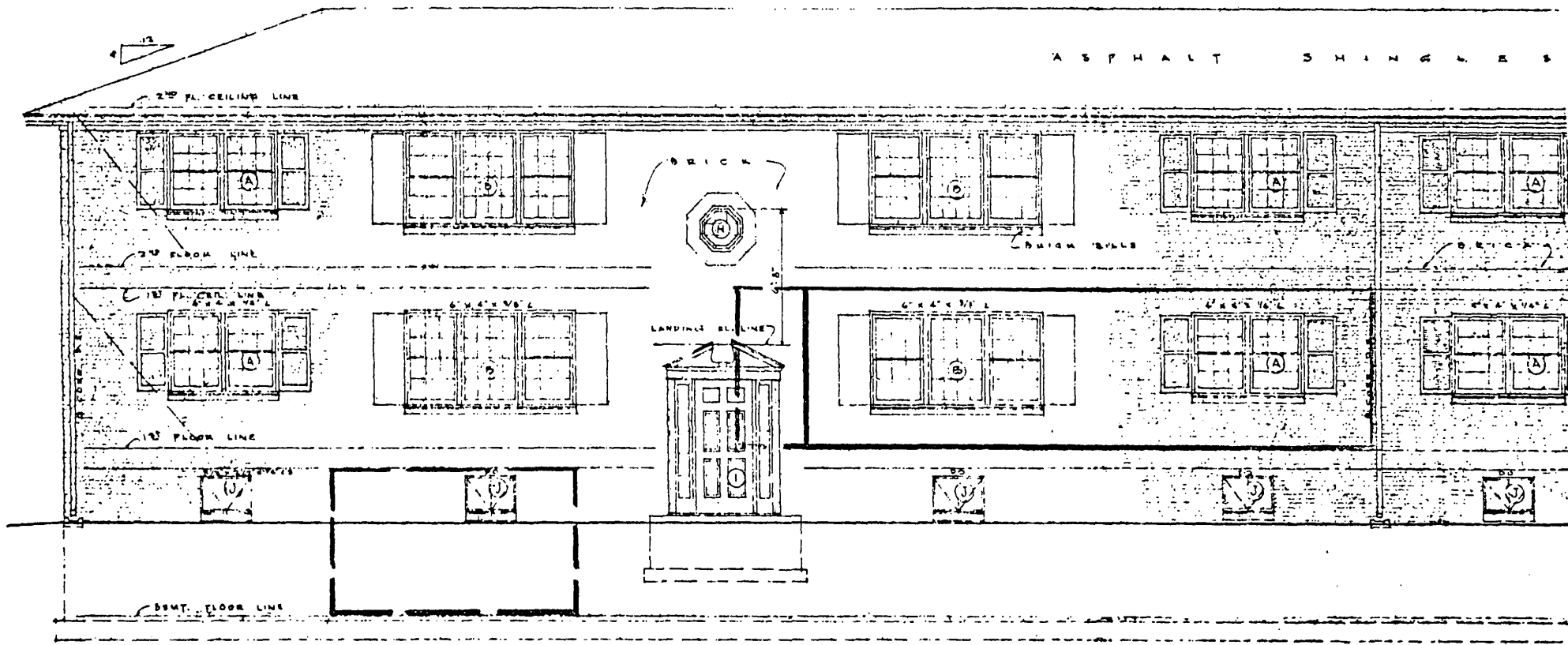


First Floor Plan
Northerly Portion
Building "B"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 910-2
Sheet 4 of 7

POOR INCORPORATED FILED

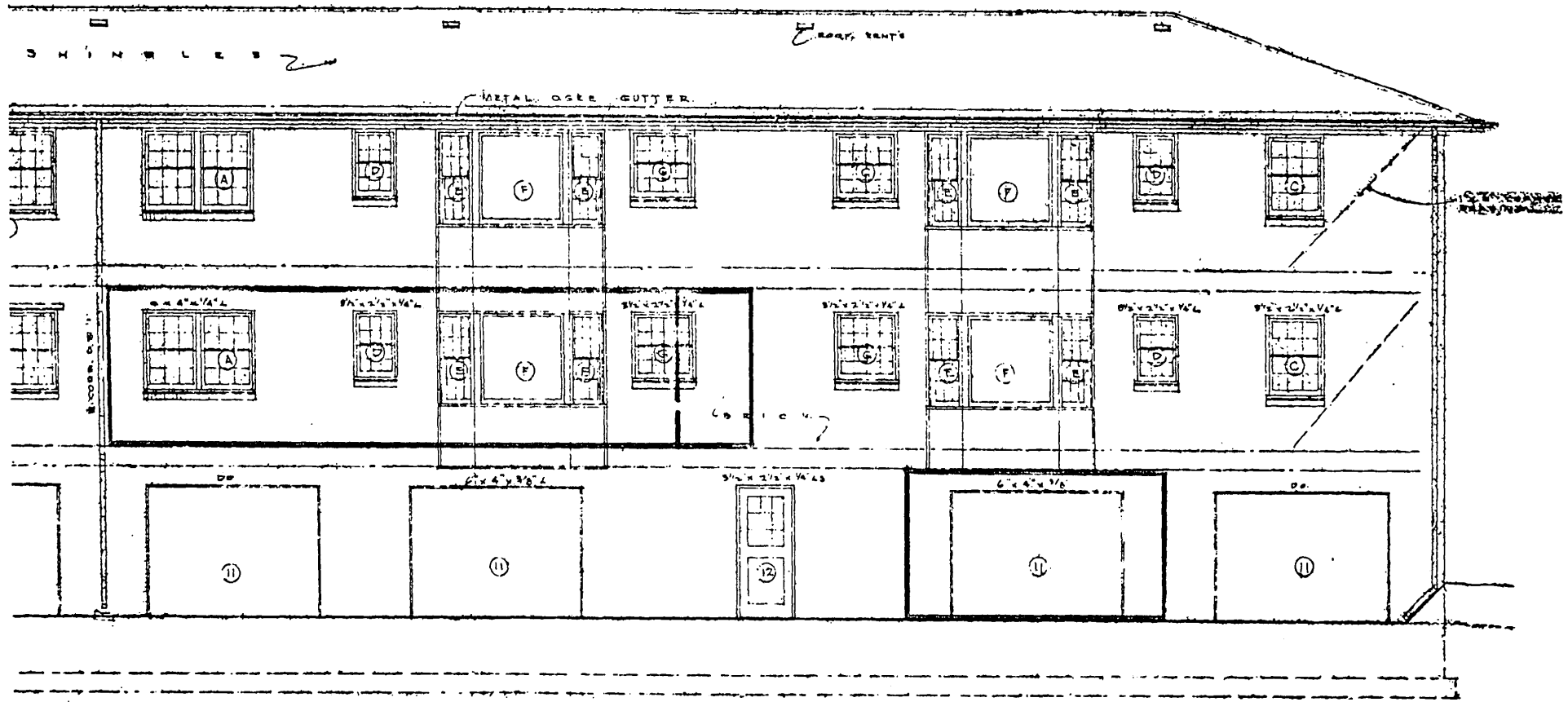
BOOK 1642 PAGE 325



Front Elevation
Northerly Portion
Building "B"

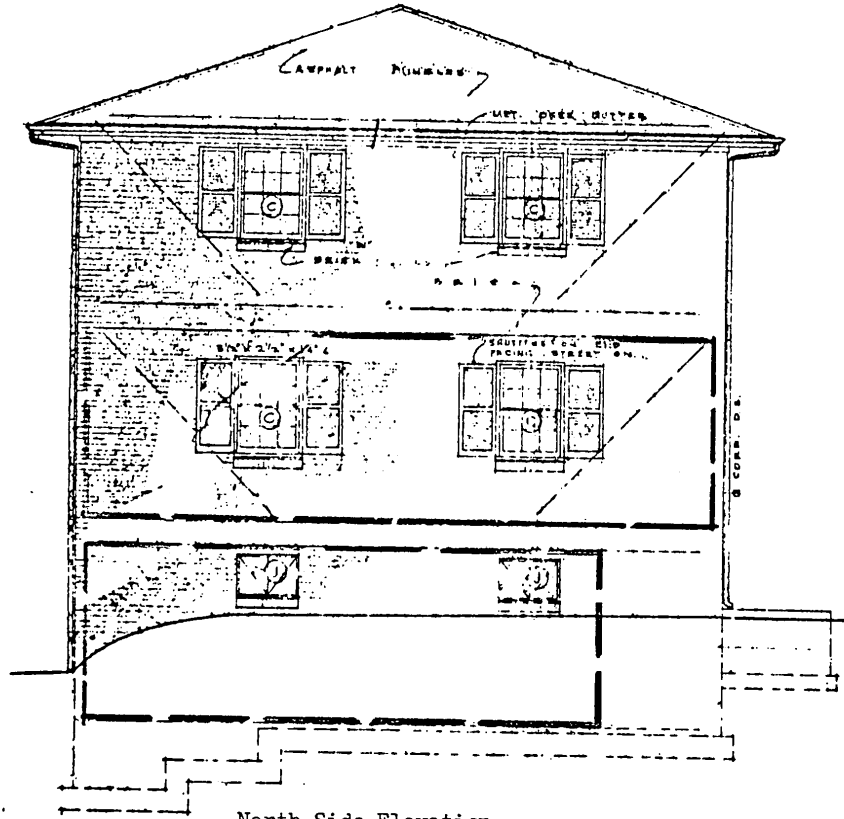
Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9101-Z
Sheet 5 of 7

POOR INSTRUMENT

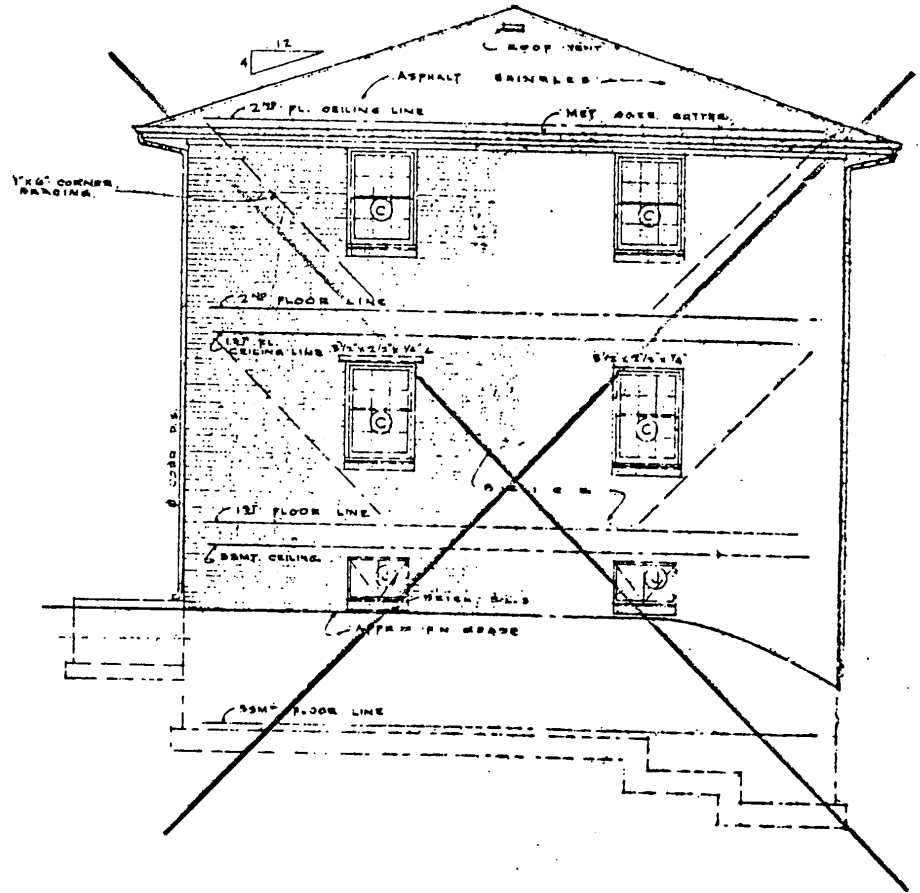


Rear Elevation
Northerly Portion
Building "B"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9101-Z
Sheet 6 of 7



North Side Elevation
Building "B"



Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9101-Z
Sheet 7 of 7

UNIT LOCATION PLANS

UNIT No. 9103-3

SUNSET VALLEY APARTMENTS-CONDOMINIUMS

SPONSOR :
ROBTON INC.

SALES AGENT
MAENNER CO.
10050 REGENCY CIRCLE

LEGEND: HEAVY LINE
INDICATES OUTLINE
OF UNIT

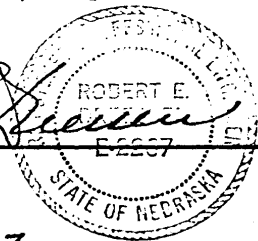


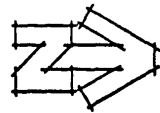
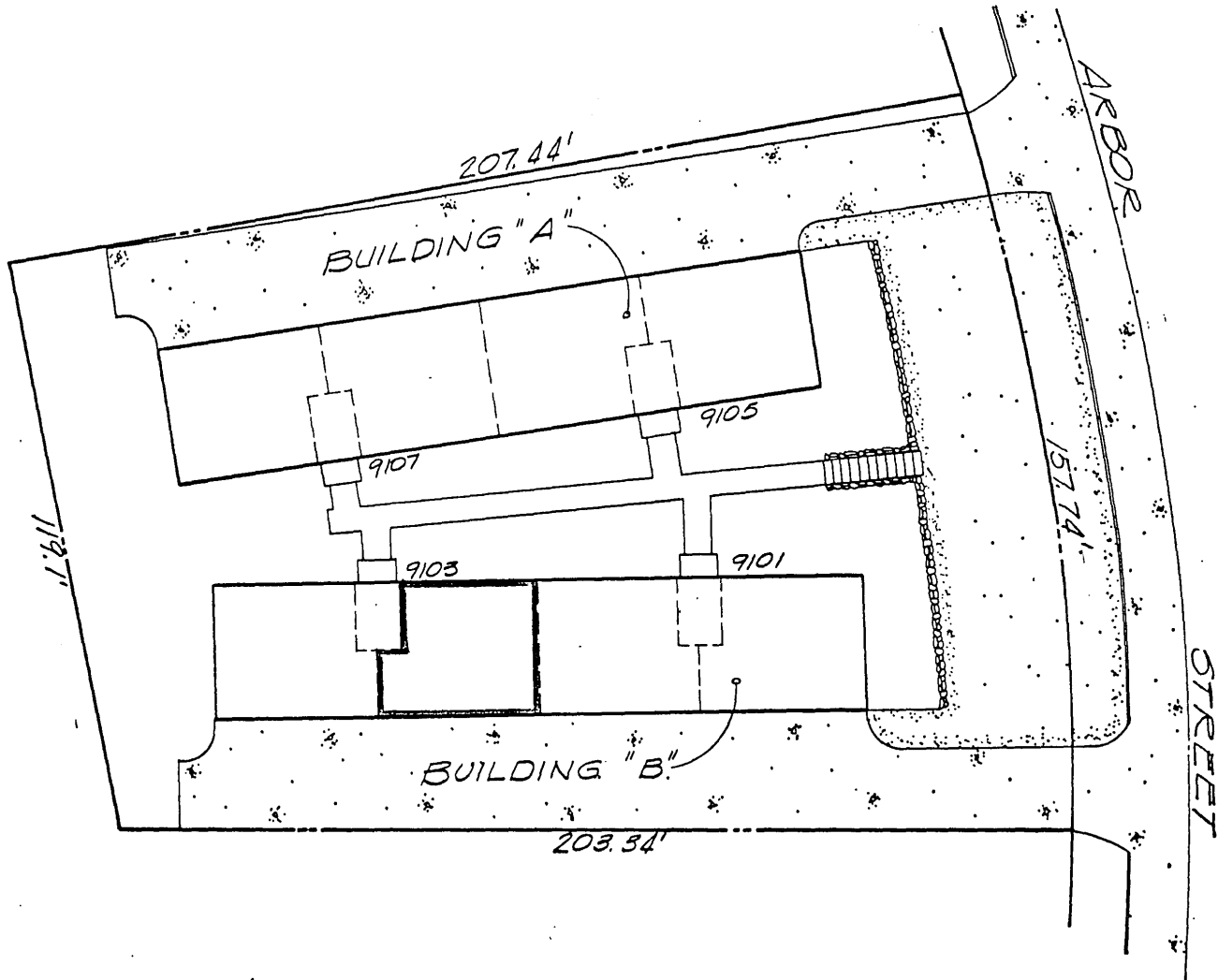
PREPARED BY:
THOMPSON, DREESSEN & DORNER
10730 PACIFIC STREET
OMAHA, NEBRASKA 68114

I, ROBERT E. DREESSEN, A LICENSED
PROFESSIONAL ENGINEER OF THE
STATE OF NEBRASKA CERTIFY THAT
THESE PLANS REPRESENT UNIT No. 9103-3
OF THE SUNSET VALLEY APARTMENTS
CONDOMINIUMS.

August 3, 1979
DATE

Robert E. Dreesen
ENGINEER



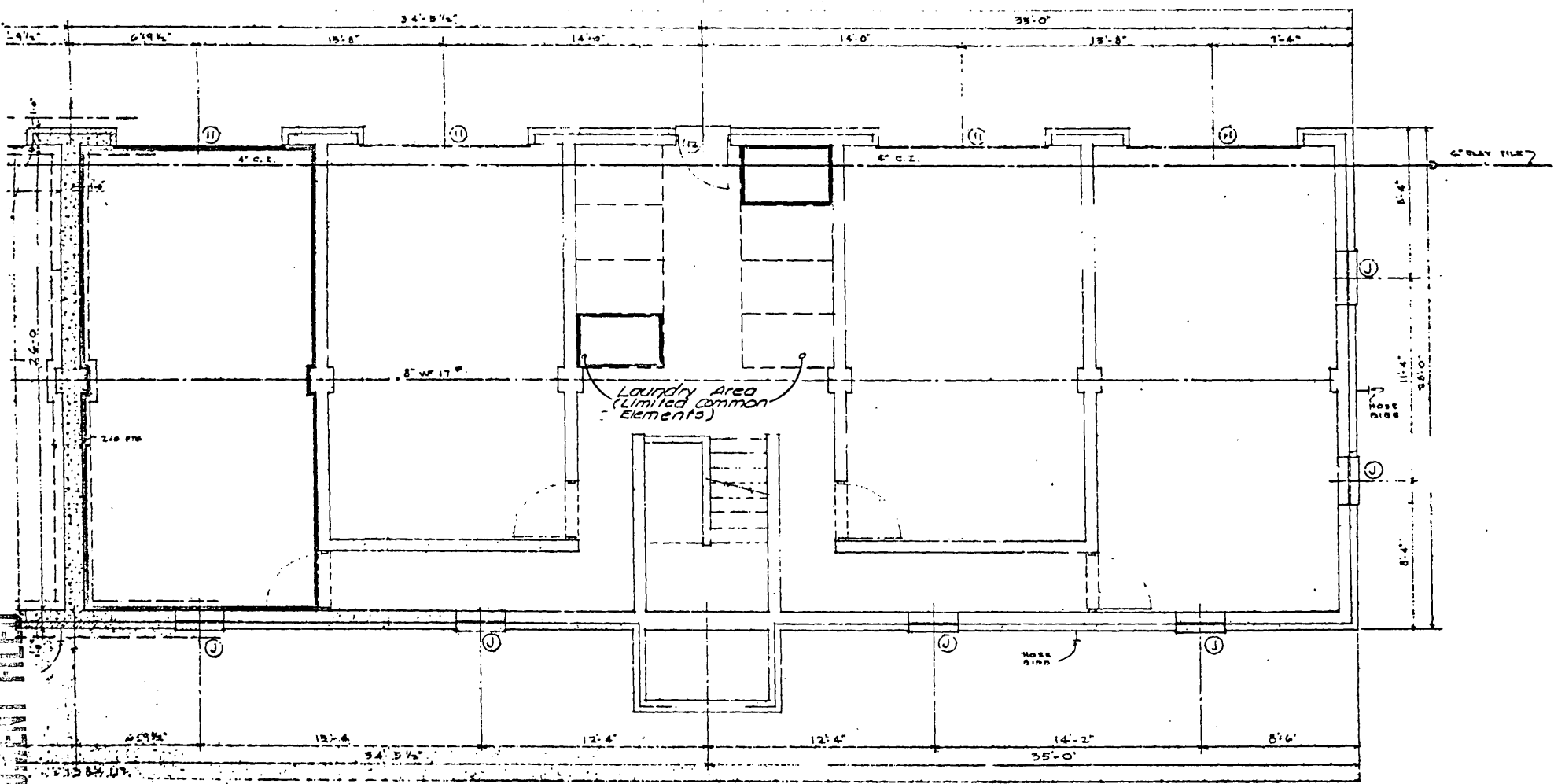


LOCATION OF UNIT ON SITE

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9103-3
1ST Floor Level
Sheet 2 of 7

BOOK 1642 PAGE 330

POOR INSTRUMENT FILED

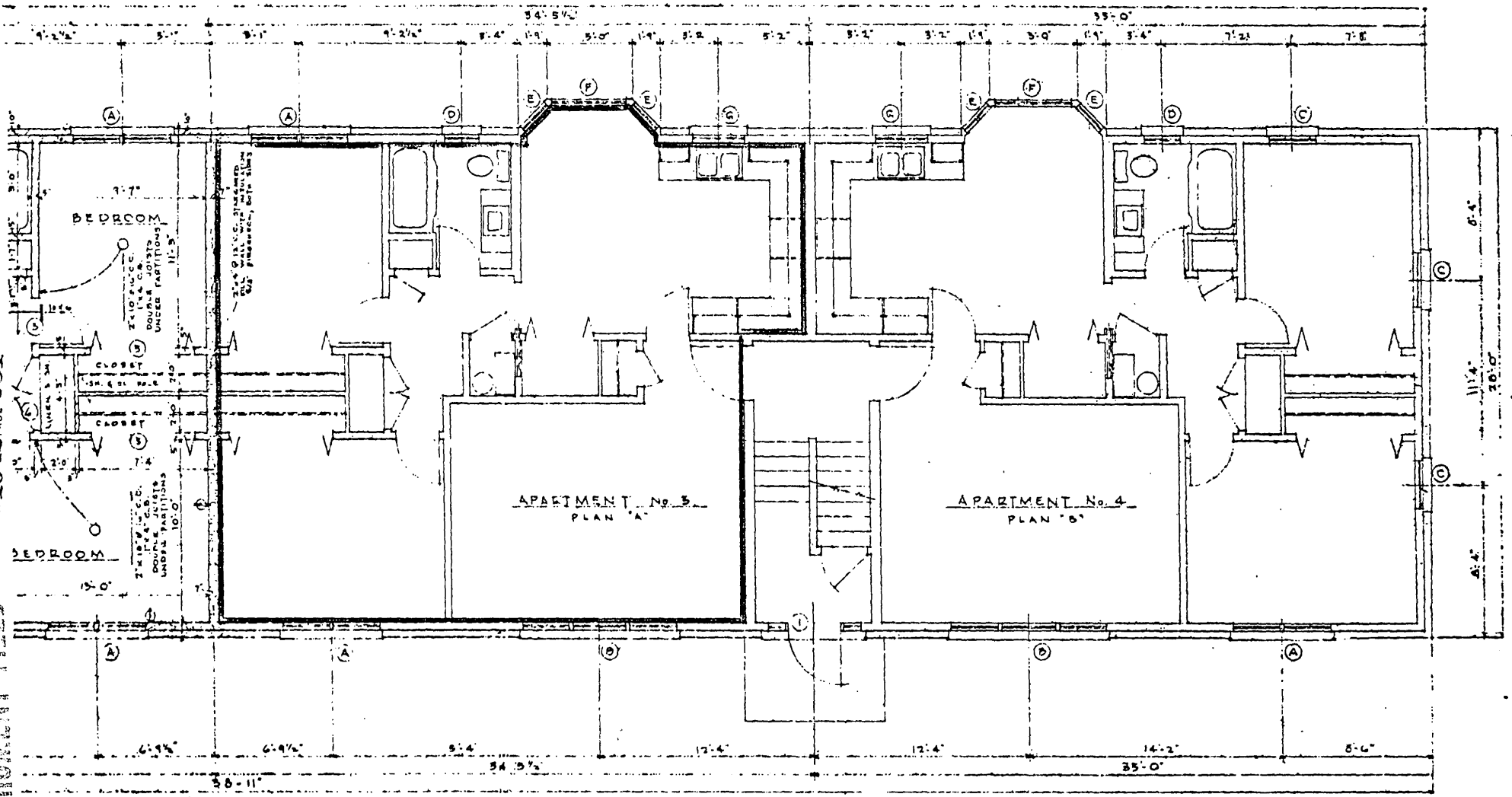


Basement Floor Plan
 Southerly Portion
 Building "B"

Sunset Valley Apartments
 Condominiums
 Unit Location Plan
 Unit No. 9103-3
 Sheet 3 of 7

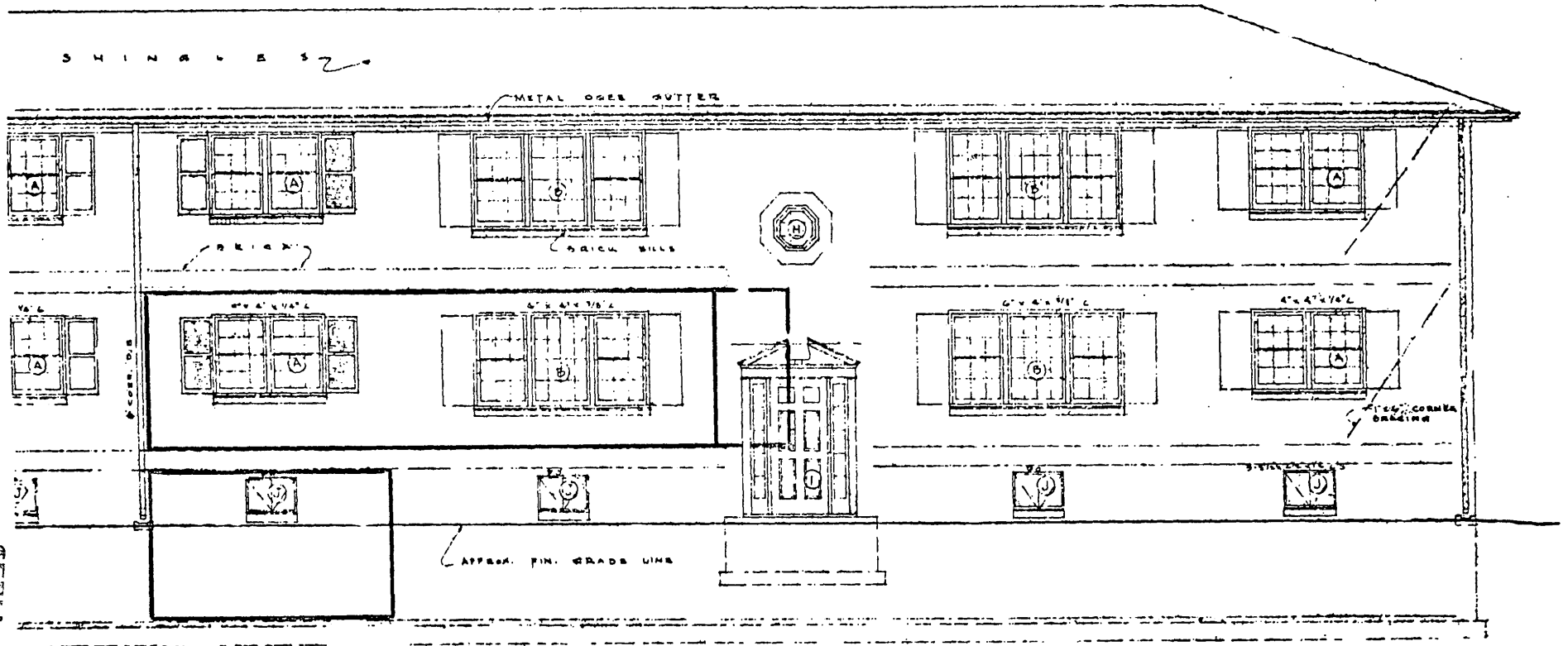
BOOK 1642 PAGE 331

POOR INSTRUMENT FILED



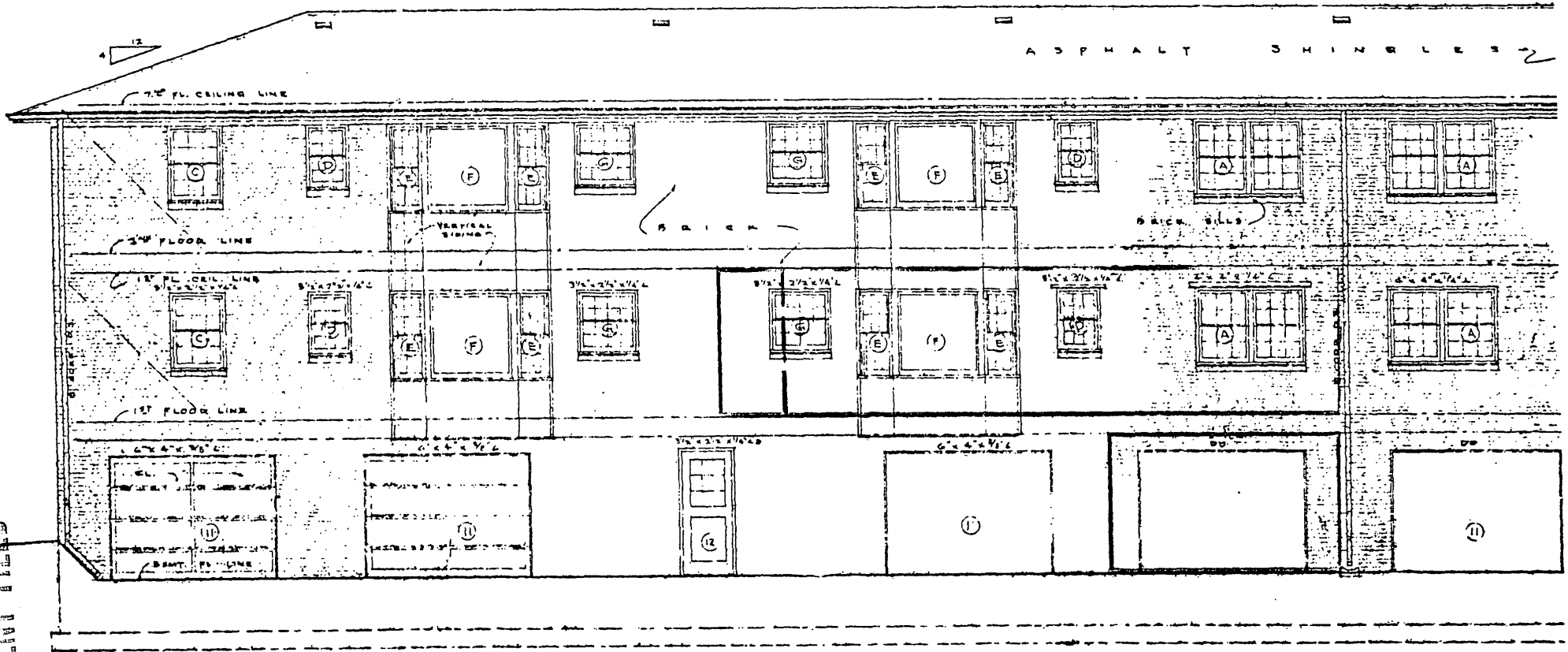
First Floor Plan
 Southerly Portion
 Building "B"

Sunset Valley Apartments
 Condominiums
 Unit Location Plan
 Unit No. 9103-3
 Sheet 4 of 7



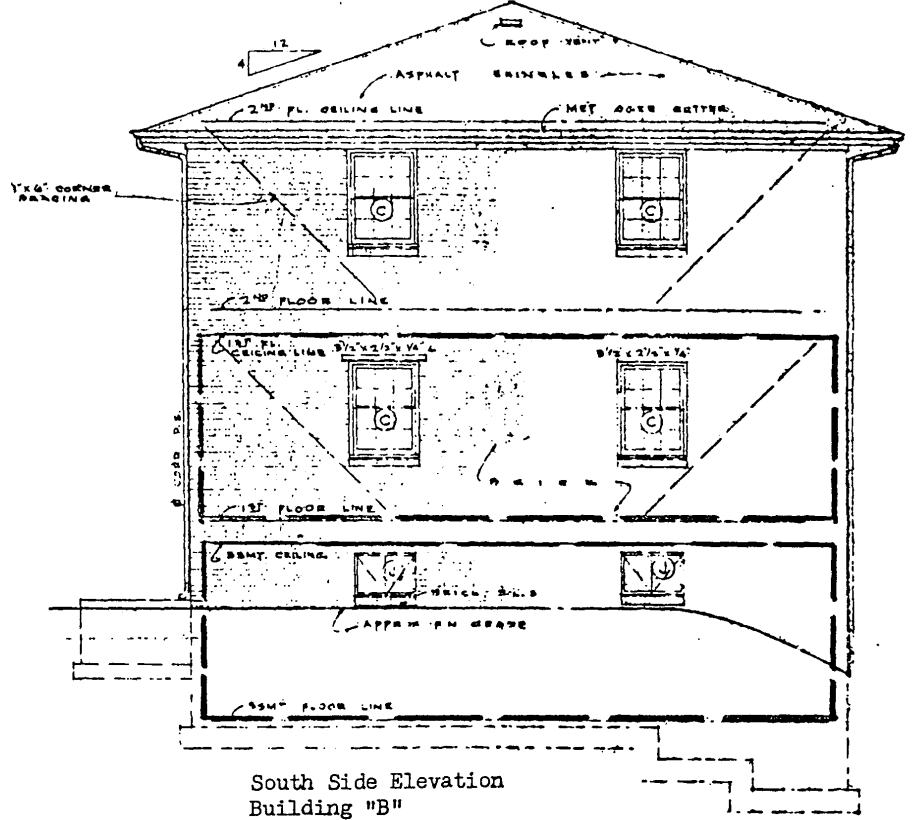
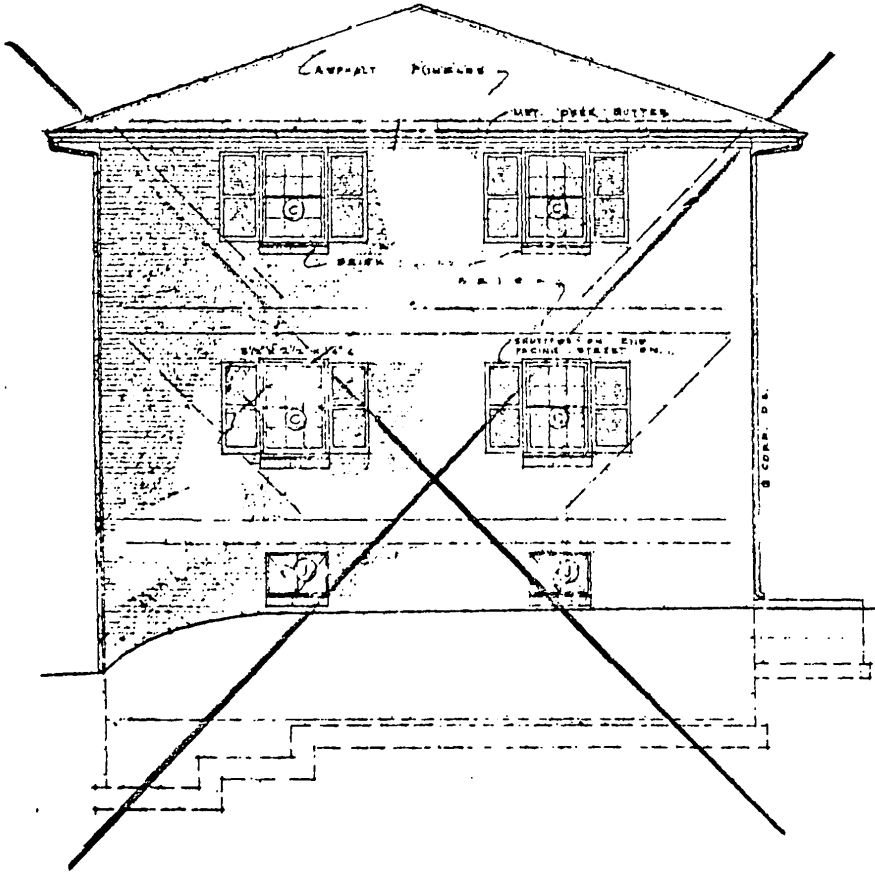
Front Elevation
Southerly Portion
Building "B"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9103-3
Sheet 5 of 7



Rear Elevation
Southerly Portion
Building "B"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9103-3
Sheet 6 of 7



Sunset Valley Apartments
 Condominiums
 Unit Location Plan
 Unit No. 9103-3
 Sheet 7 of 7

BOOK 1642 PAGE 335

UNIT LOCATION PLANS

UNIT No. 9103-4

SUNSET VALLEY APARTMENTS-CONDOMINIUMS

SPONSOR :
ROBTON INC.

SALES AGENT
MAENNER CO.
10050 REGENCY CIRCLE

LEGEND: HEAVY LINE
INDICATES OUTLINE
OF UNIT

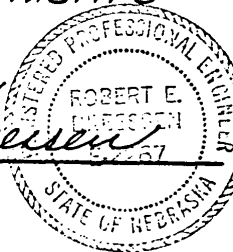


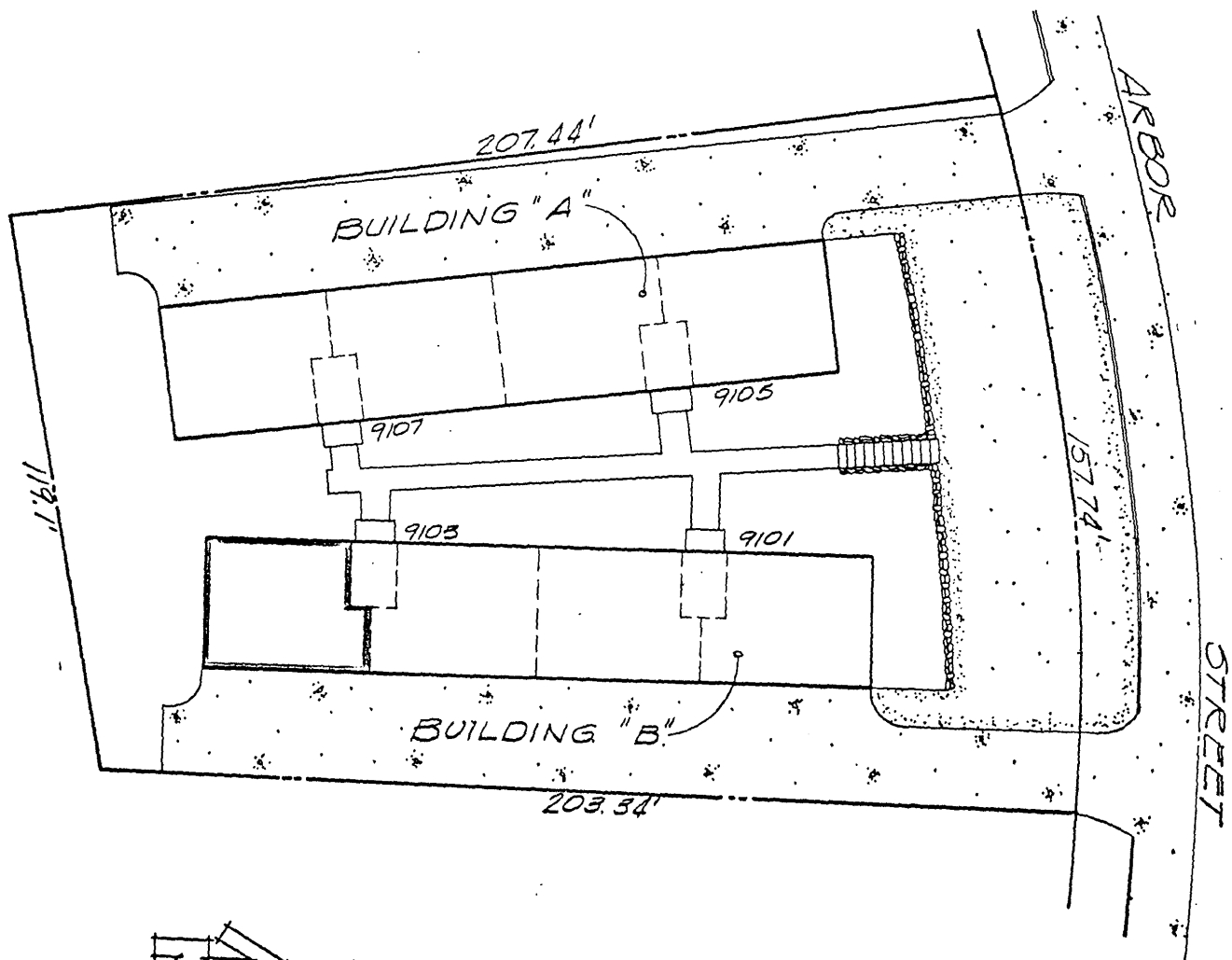
PREPARED BY:
THOMPSON, DREESSEN & DORNER
10730 PACIFIC STREET
OMAHA, NEBRASKA 68114

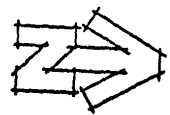
I, ROBERT E. DREESSEN, A LICENSED
PROFESSIONAL ENGINEER OF THE
STATE OF NEBRASKA CERTIFY THAT
THESE PLANS REPRESENT UNIT No. 9103-4
OF THE SUNSET VALLEY APARTMENTS
CONDOMINIUMS.

August 3, 1979
DATE

Robert E. Dreesen
ENGINEER



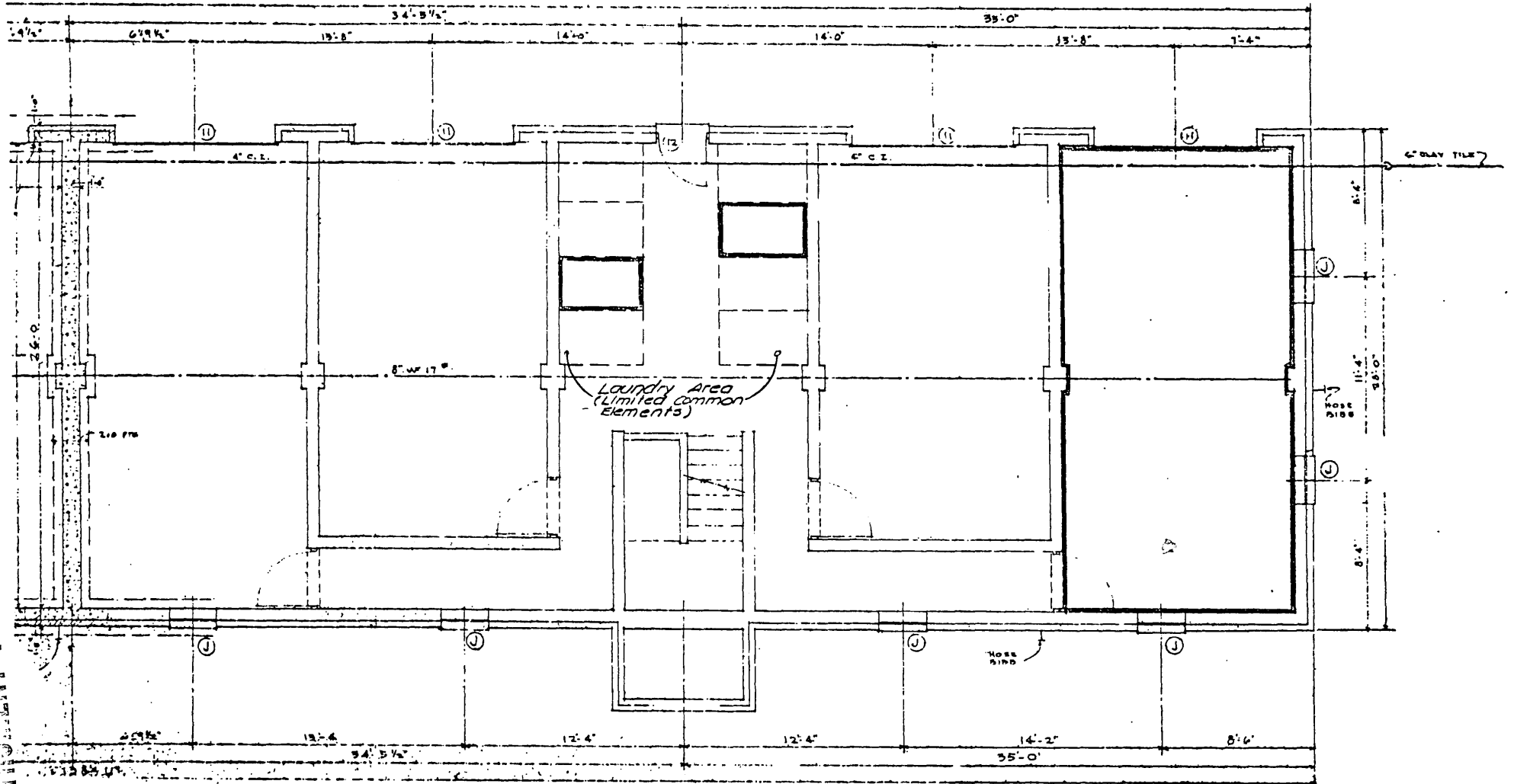


 LOCATION OF UNIT ON SITE

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9103-4
1st Floor Level
Sheet 2 of 7

BOOK 1642 PAGE 337

FOUR INSTRUMENT FILED

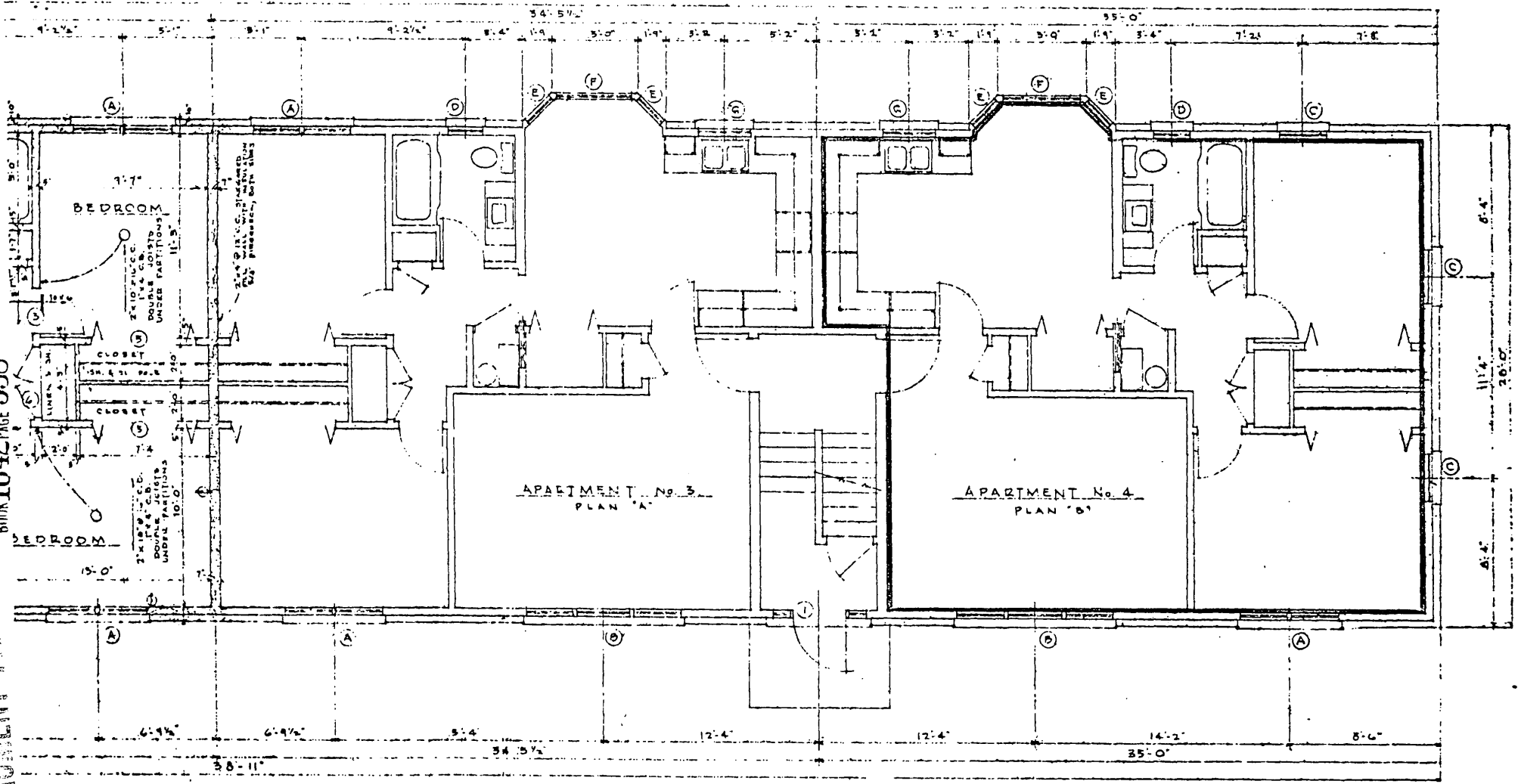


Basement Floor Plan
 Southerly Portion
 Building "B"

Sunset Valley Apartments
 Condominiums
 Unit Location Plan
 Unit No. 9103-4
 Sheet 3 of 7

BOOK 1642 PAGE 338

FOR INSTRUMENT FILE

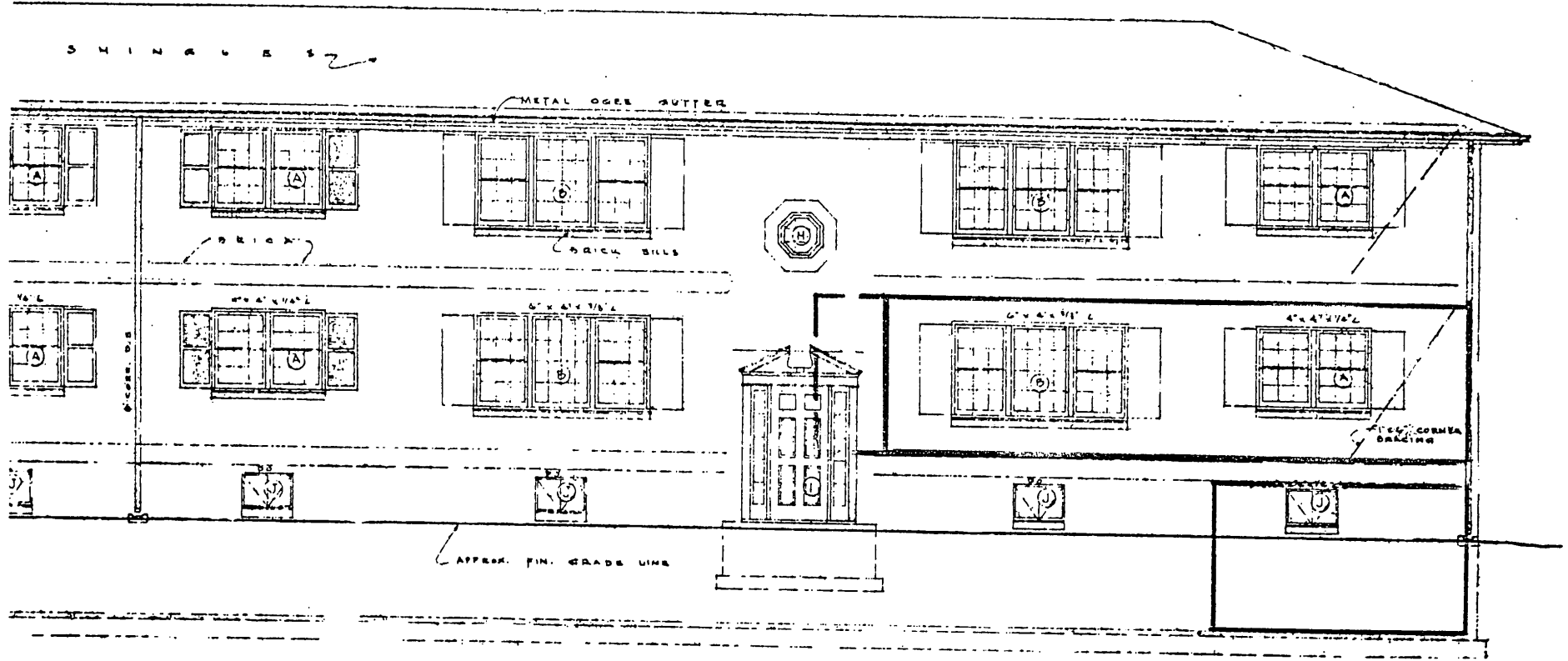


First Floor Plan
 Southerly Portion
 Building "B"

Sunset Valley Apartments
 Condominiums
 Unit Location Plan
 Unit No. 9103-4
 Sheet 4 of 7

POOR INSTRUMENT FILED

BOOK 1642 PAGE 339

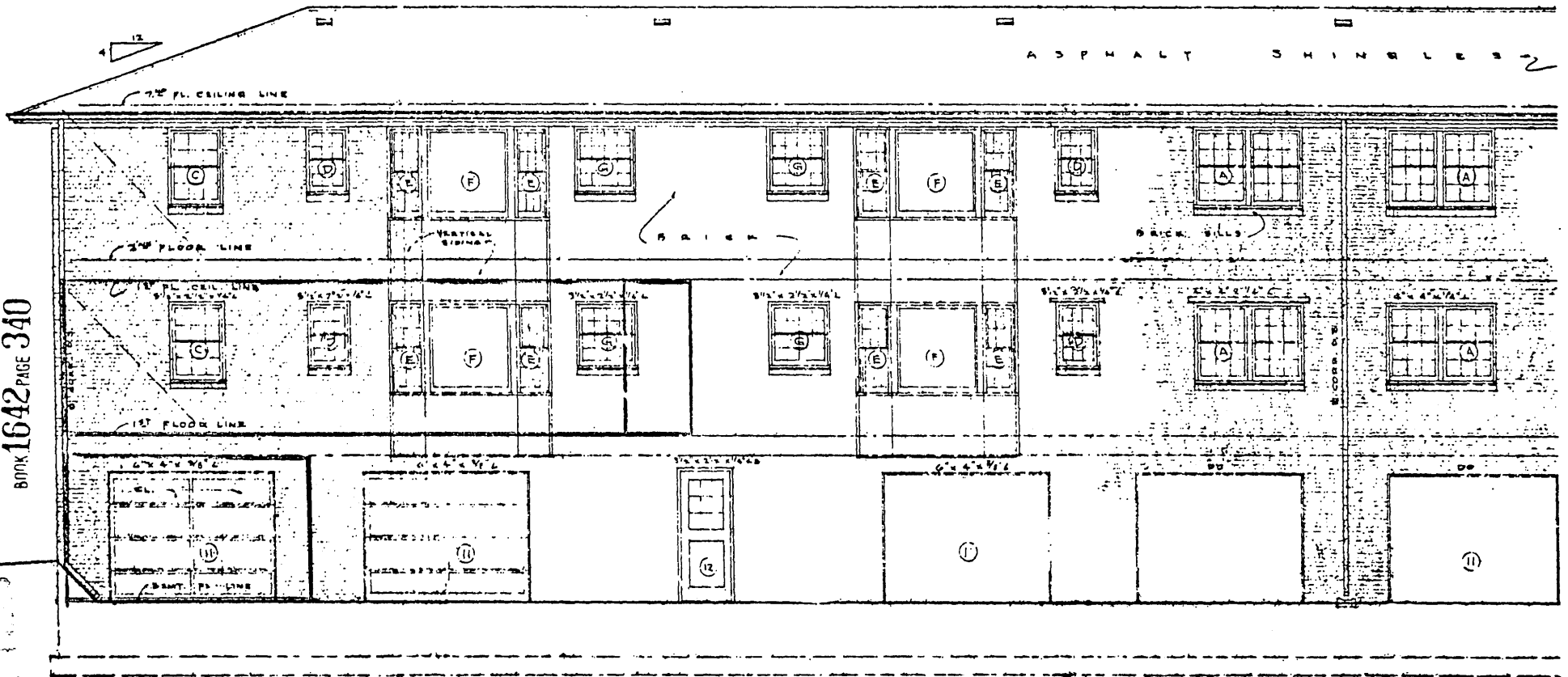


Front Elevation
Southerly Portion
Building "B"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9103-4
Sheet 5 of 7

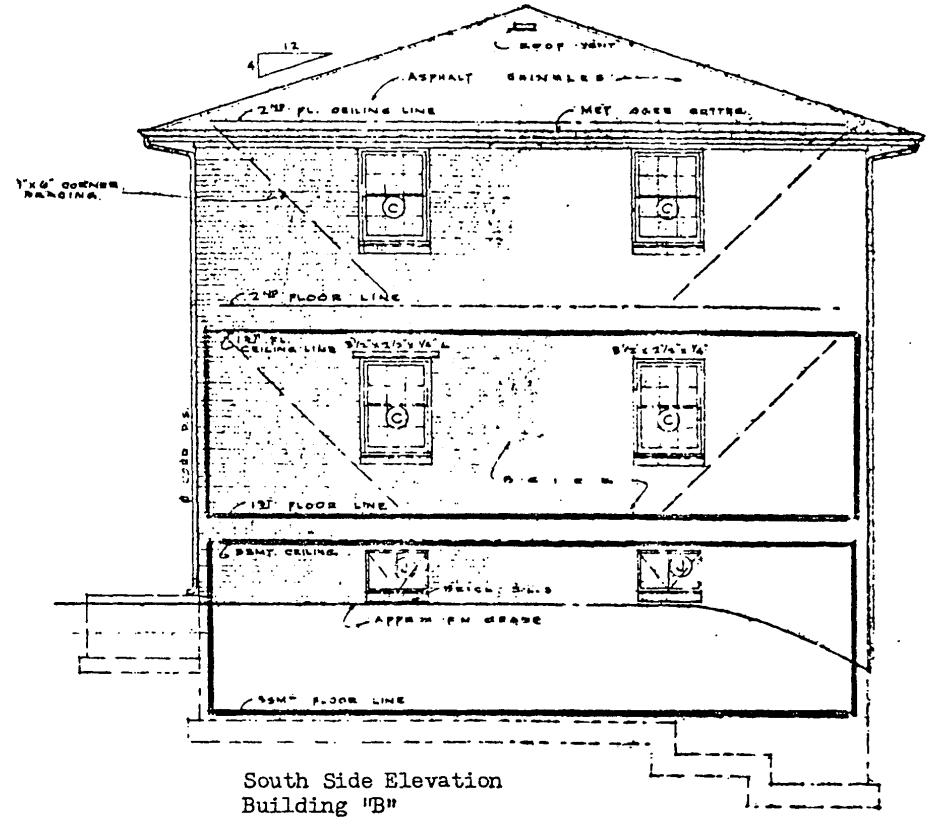
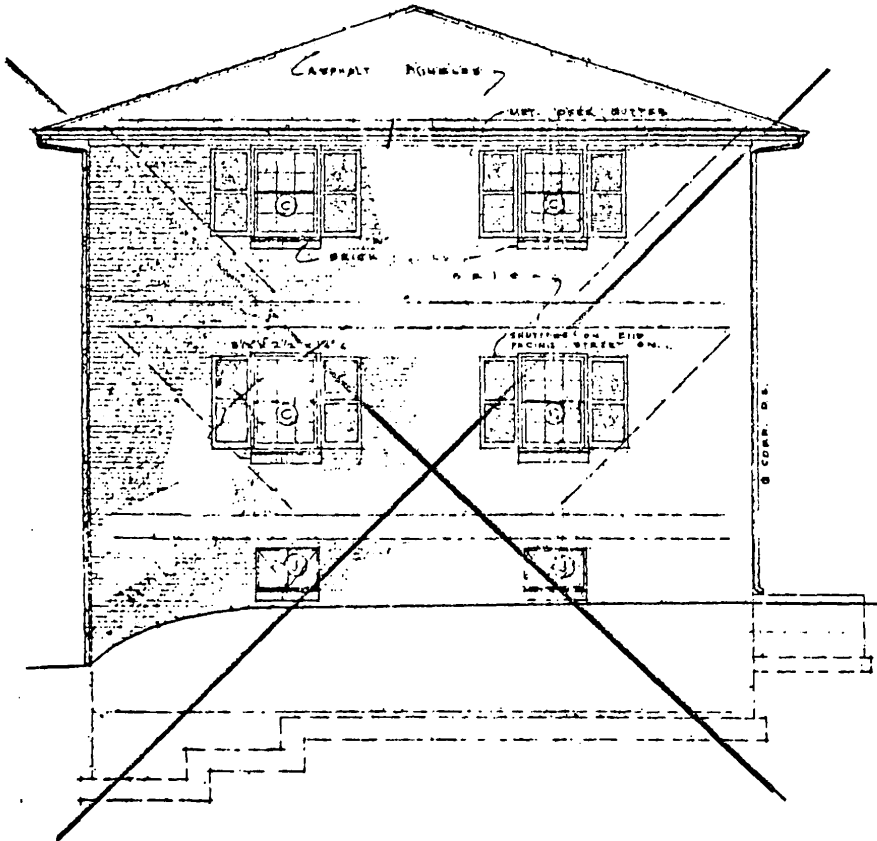
BOOK 1642 PAGE 340

POOR INSTITUTE



Rear Elevation
Southerly Portion
Building "B"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9103-4
Sheet 6 of 7



South Side Elevation
Building "B"

UNIT LOCATION PLANS

UNIT No. 9101-5

SUNSET VALLEY APARTMENTS-CONDOMINIUMS

SPONSOR :
ROBTON INC.

SALES AGENT
MAENNER CO.
10050 REGENCY CIRCLE

LEGEND: HEAVY LINE
INDICATES OUTLINE
OF UNIT

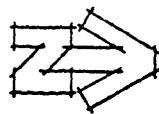
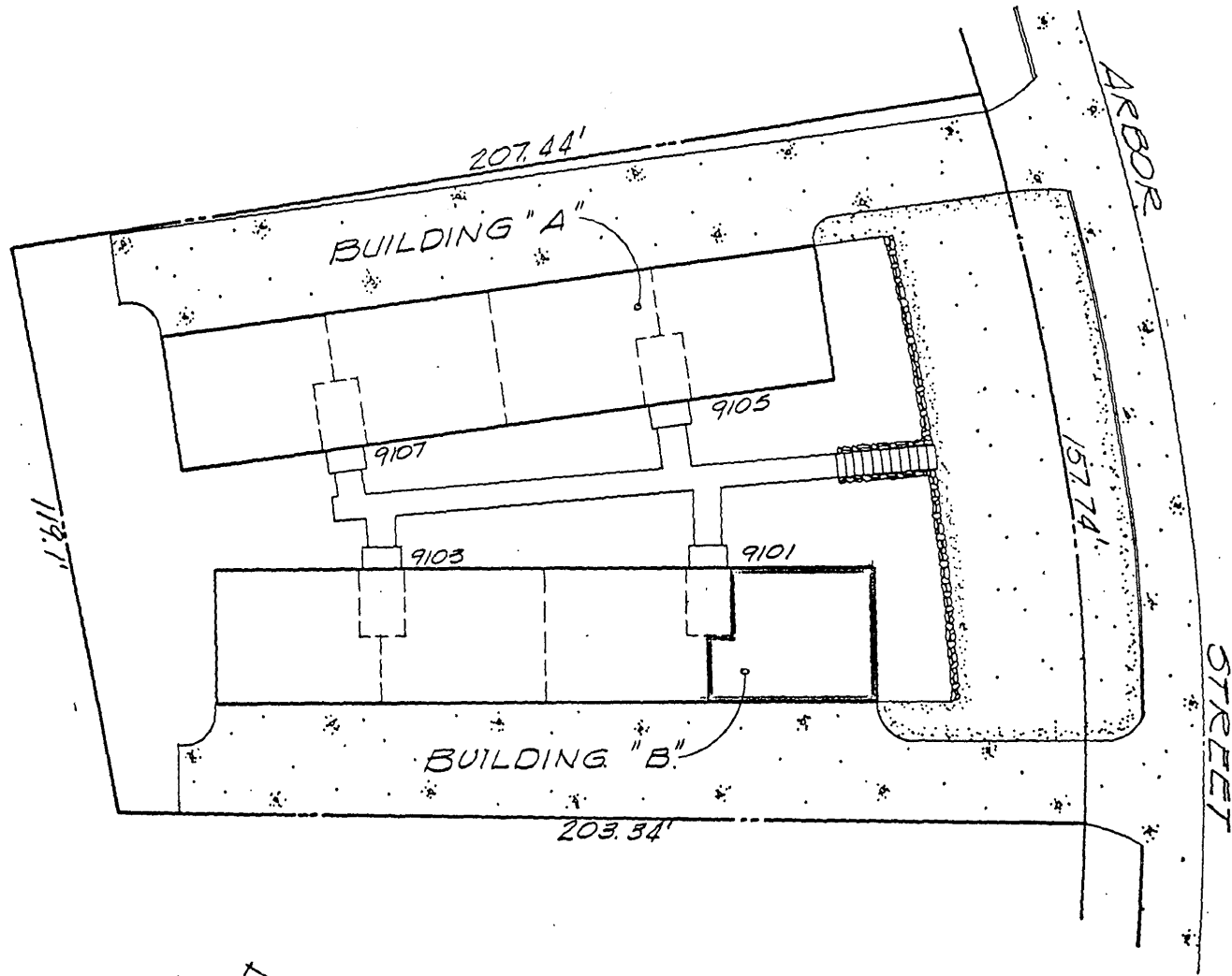


PREPARED BY:
THOMPSON, DREESSEN & DORNER
10730 PACIFIC STREET
OMAHA, NEBRASKA 68114

I, ROBERT E. DREESSEN, A LICENSED
PROFESSIONAL ENGINEER OF THE
STATE OF NEBRASKA CERTIFY THAT
THESE PLANS REPRESENT UNIT No. 9101-5
OF THE SUNSET VALLEY APARTMENTS
CONDOMINIUMS.

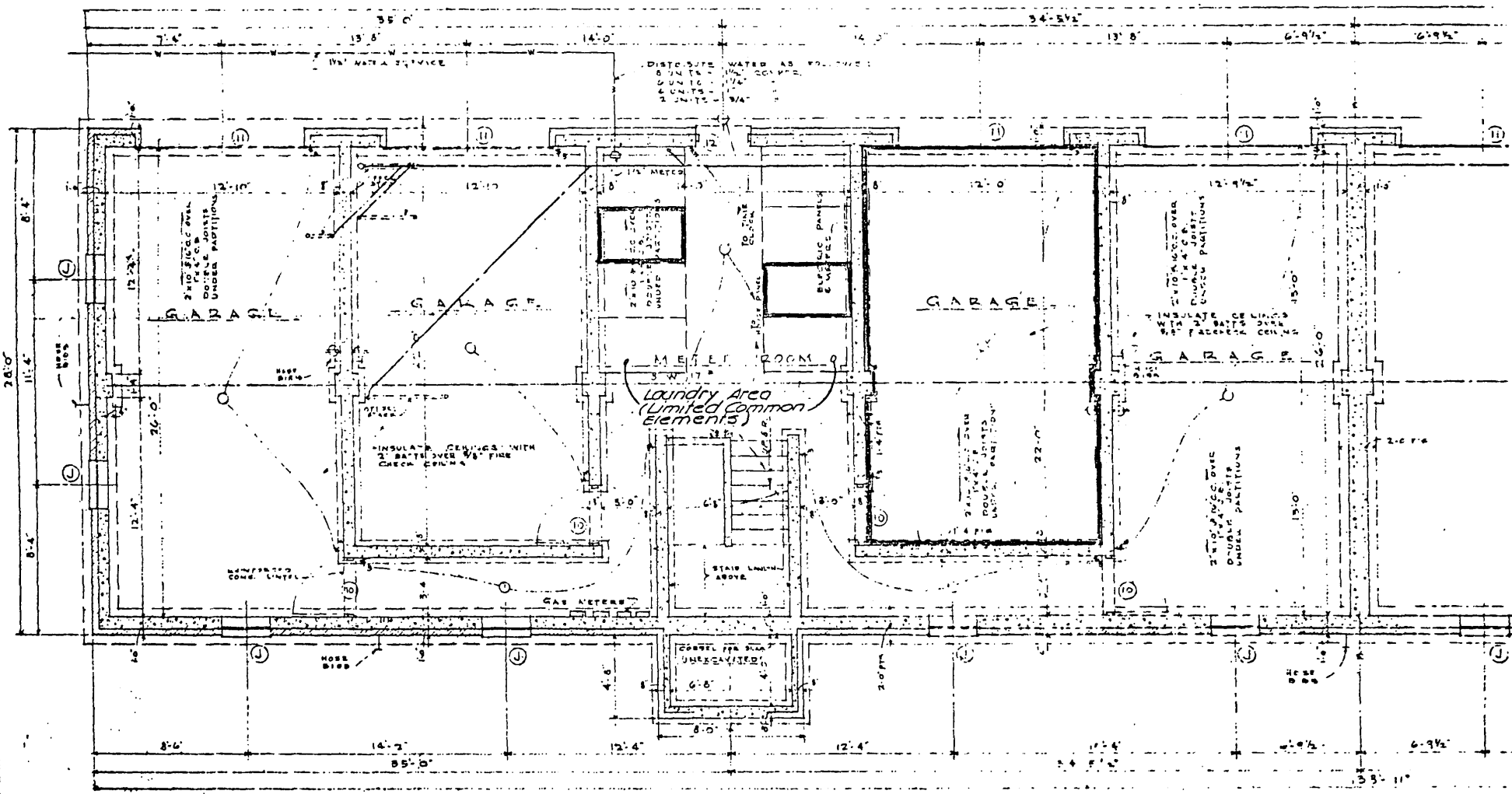
August 13, 1979
DATE

Robert E. Dreesen
ENGINEER



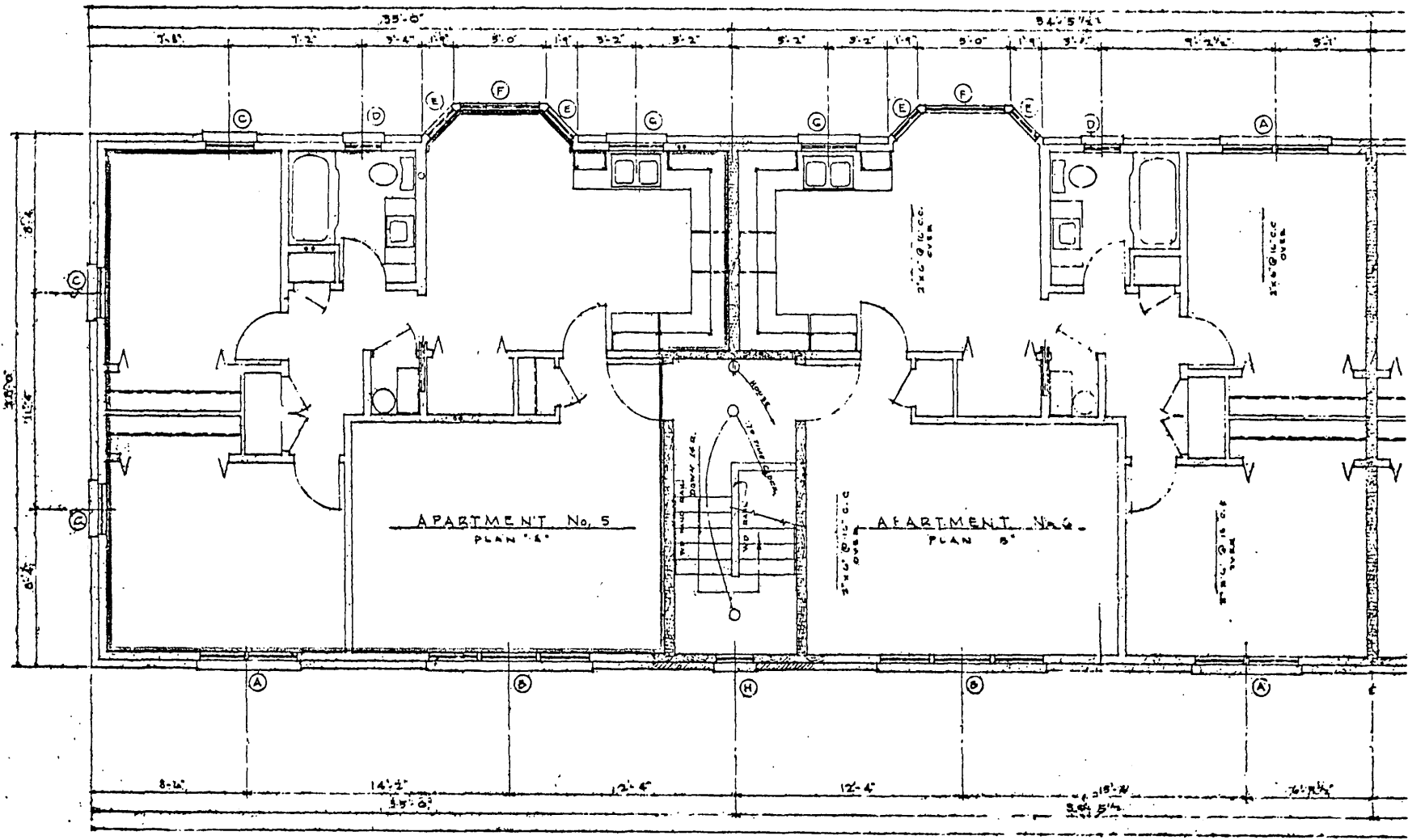
LOCATION OF UNIT ON SITE

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9101-5
2ND Floor Level
Sheet 2 of 7



Basement Floor Plan
Northerly Portion
Building "B"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9101-5
Sheet 3 of 7

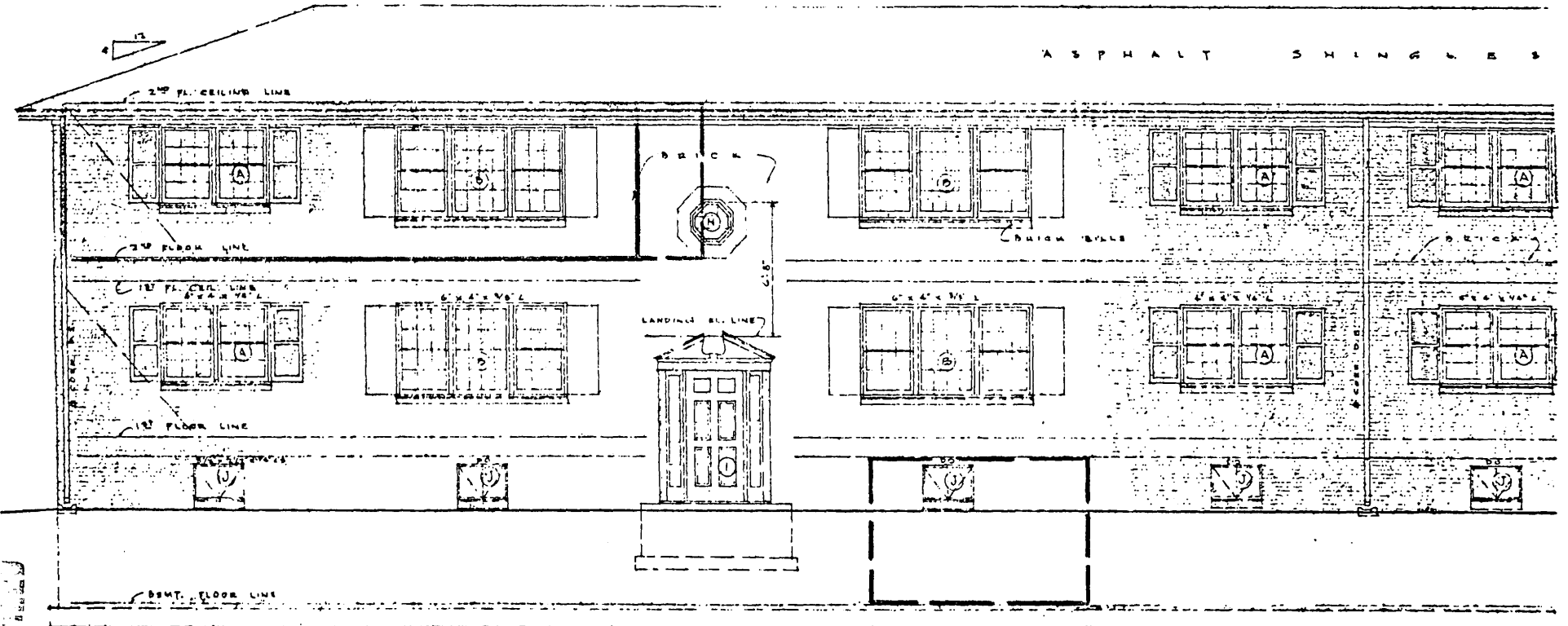


Second Floor Plan
Northerly Portion
Building "B"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9101-5
Sheet 4 of 7

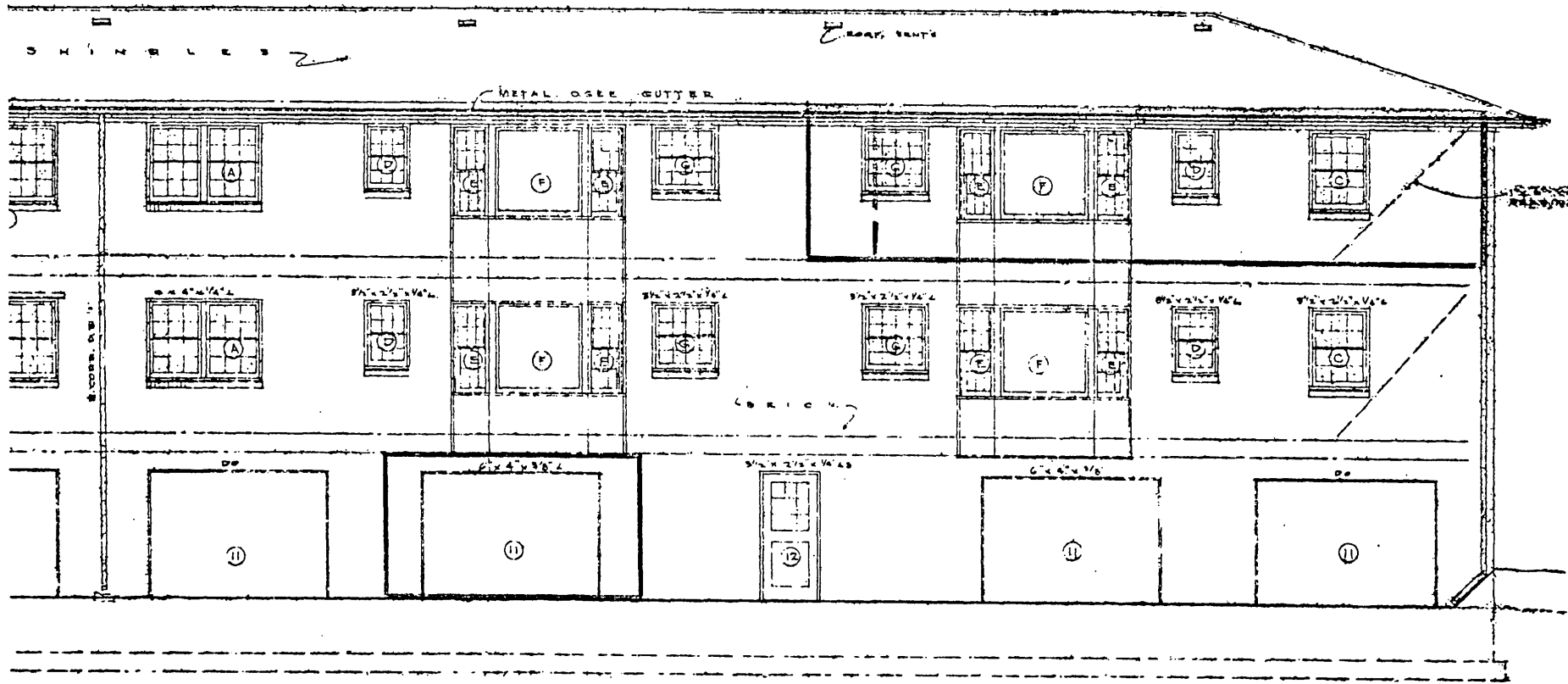
BOOK 1642 PAGE 346

POOR INSTRUMENT FILED



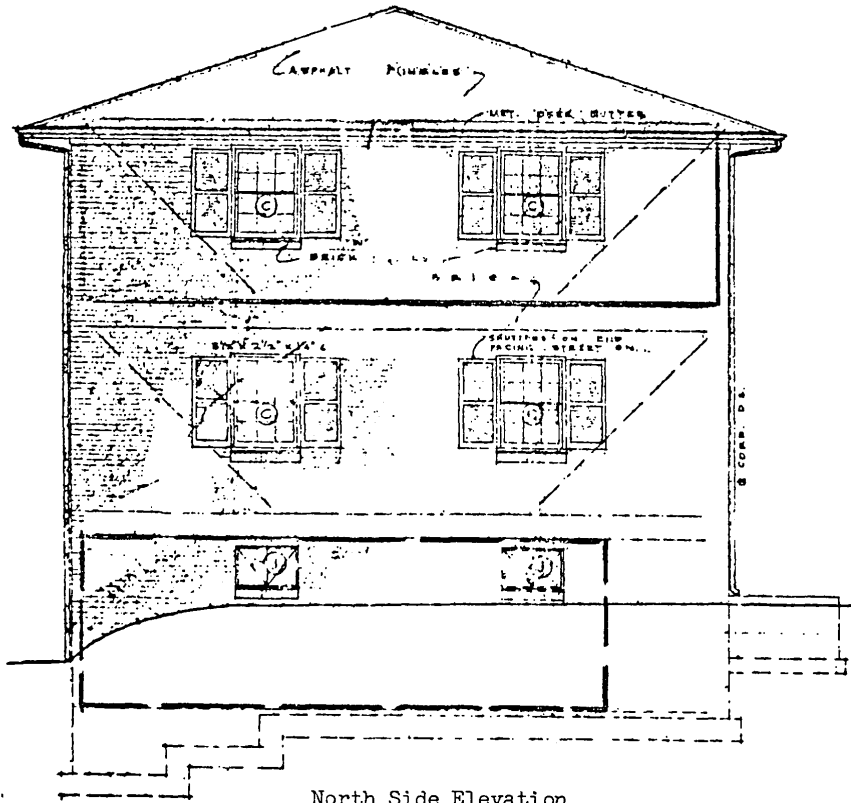
Front Elevation
Northerly Portion
Building "B"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9101-5
Sheet 5 of 7

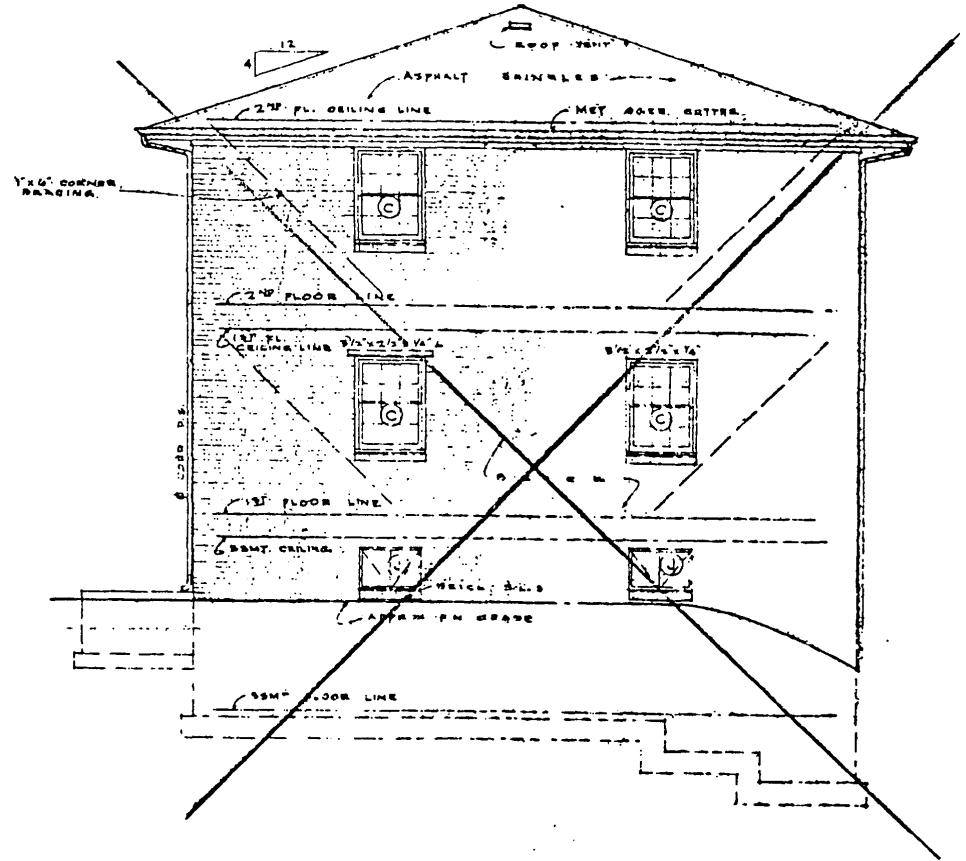


Rear Elevation
Northerly Portion
Building "B"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9101-5
Sheet 6 of 7



North Side Elevation
Building "B"



UNIT LOCATION PLANS

UNIT No. 9101-6

SUNSET VALLEY APARTMENTS-CONDOMINIUMS

SPONSOR :
ROBTON INC.

SALES AGENT
MAENNER CO.
10050 REGENCY CIRCLE

LEGEND: HEAVY LINE
INDICATES OUTLINE
OF UNIT

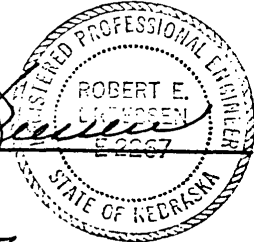


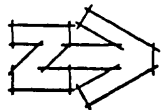
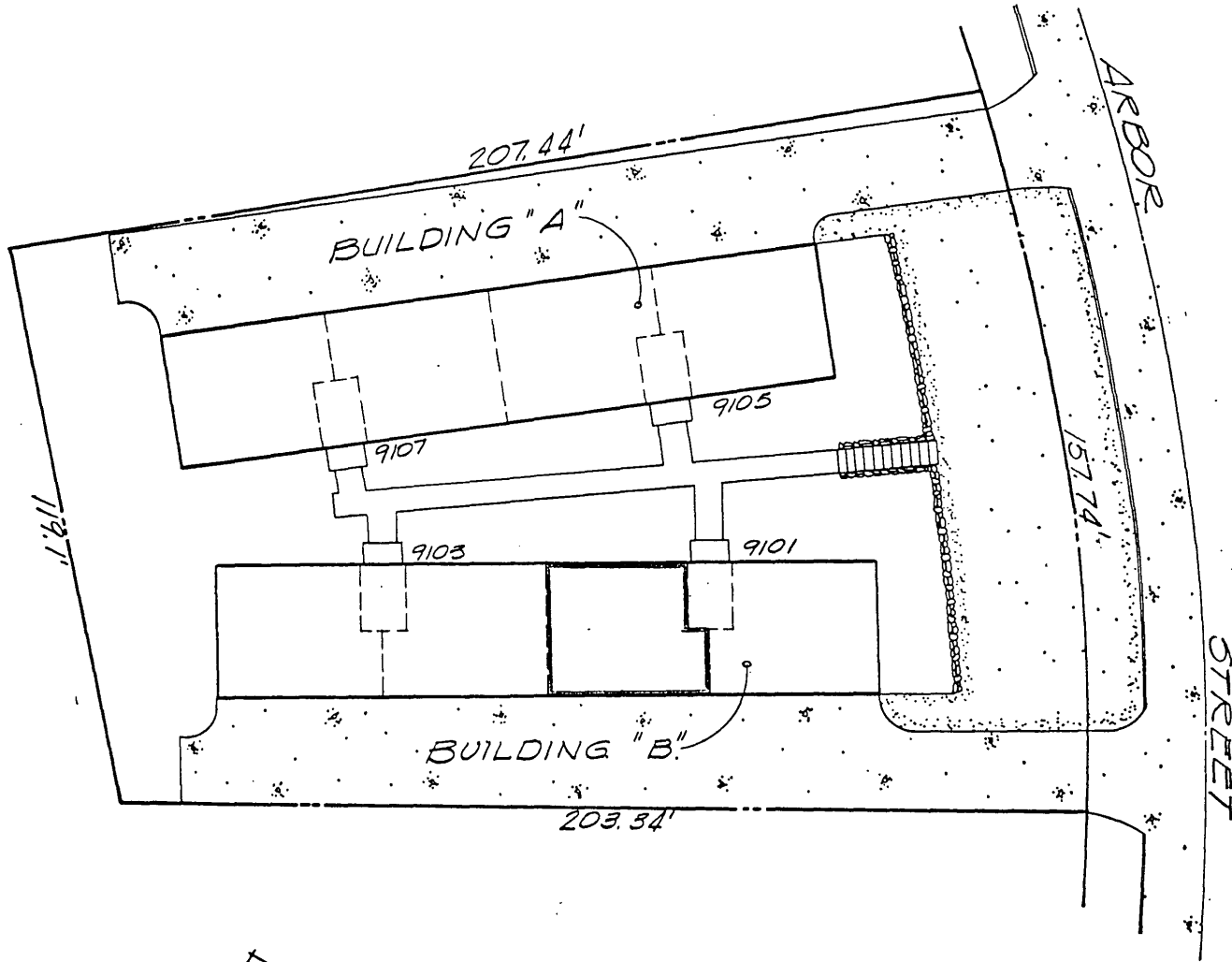
PREPARED BY:
THOMPSON, DREESSEN & DORNER
10730 PACIFIC STREET
OMAHA, NEBRASKA 68114

I, ROBERT E. DREESSEN, A LICENSED
PROFESSIONAL ENGINEER OF THE
STATE OF NEBRASKA CERTIFY THAT
THESE PLANS REPRESENT UNIT No. 9101-6
OF THE SUNSET VALLEY APARTMENTS
CONDOMINIUMS.

August 3, 1979
DATE

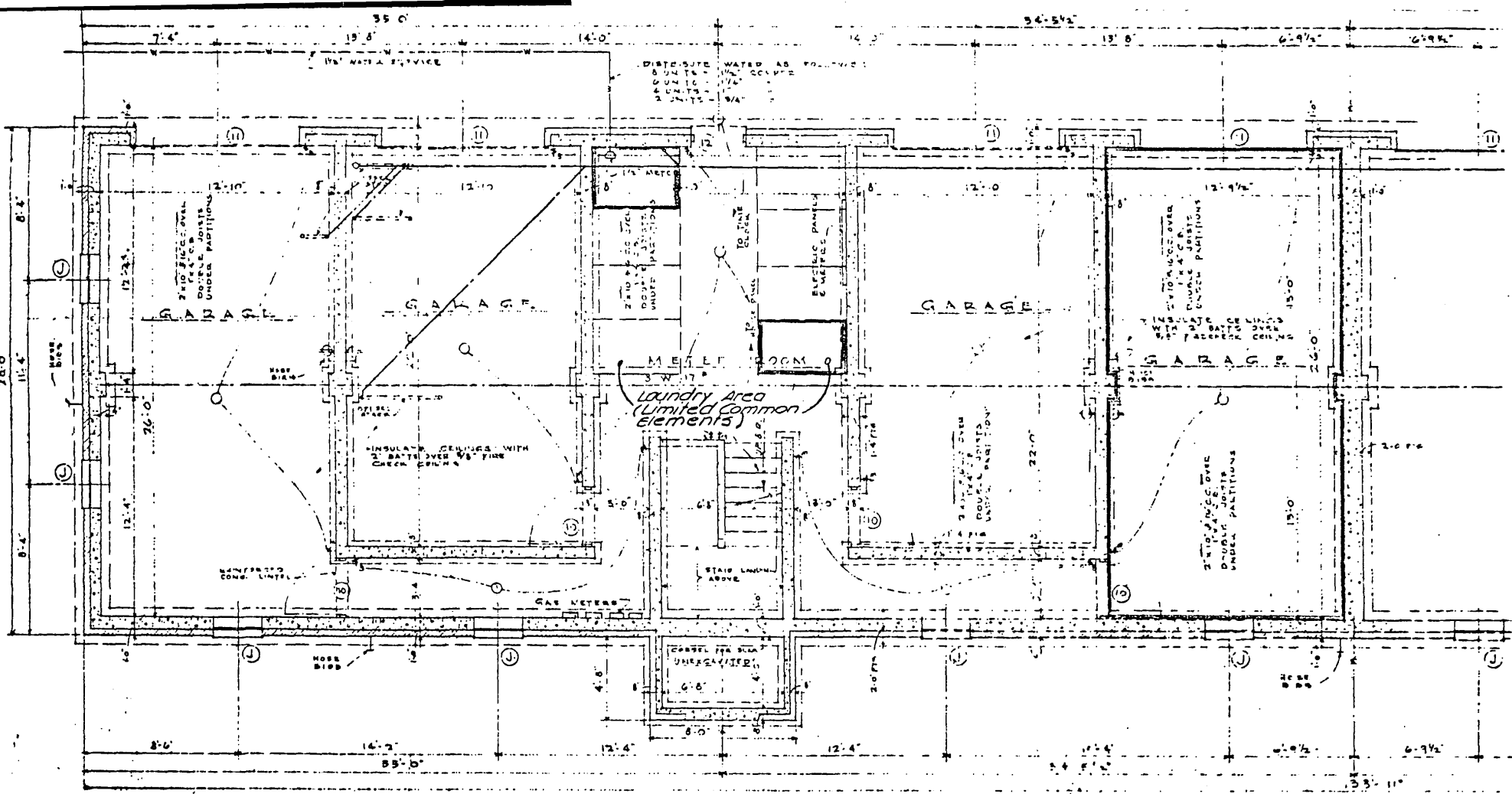
Robert E. Dreesen
ENGINEER





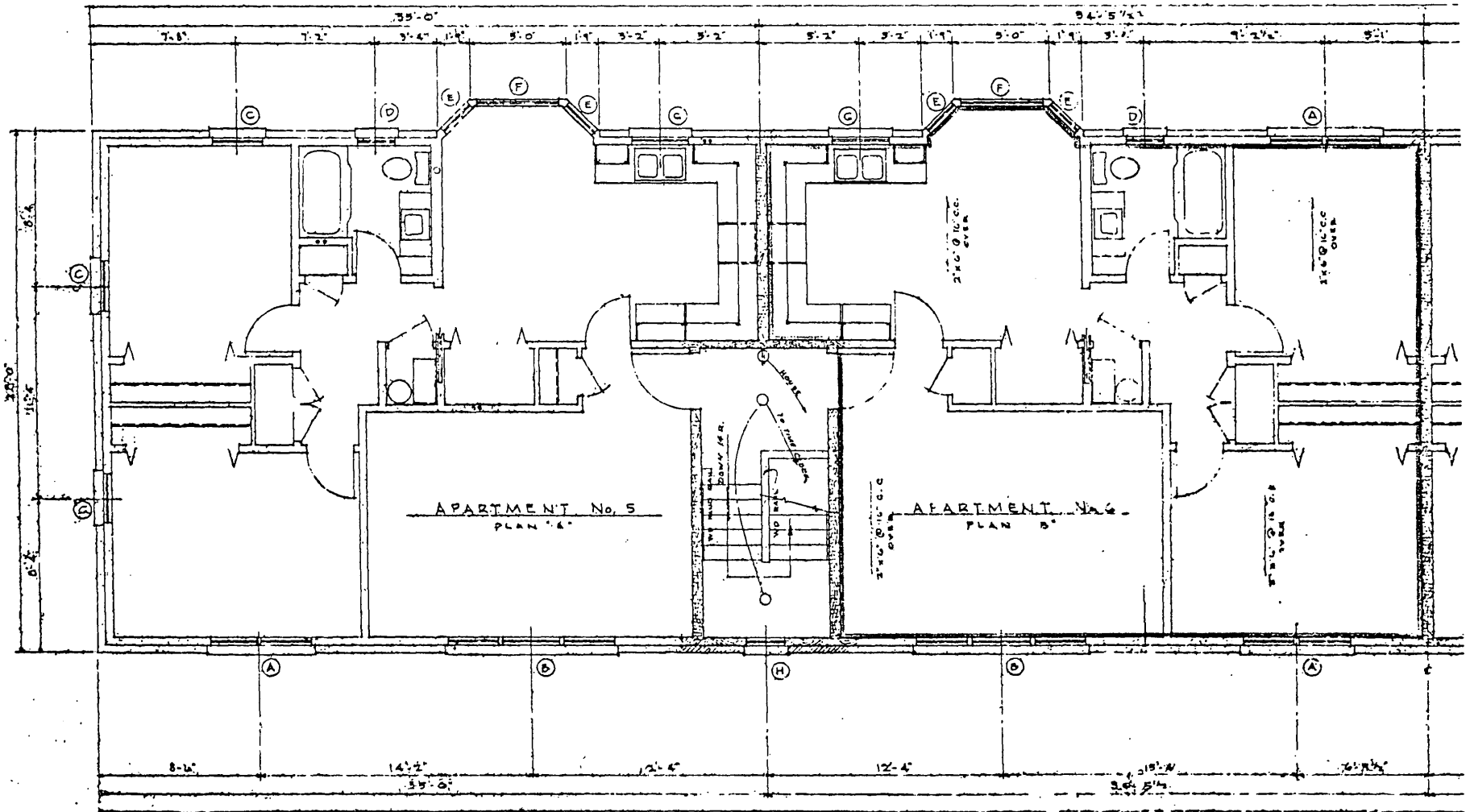
LOCATION OF UNIT ON SITE

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9101-6
2ND Floor Level
Sheet 2 of 7



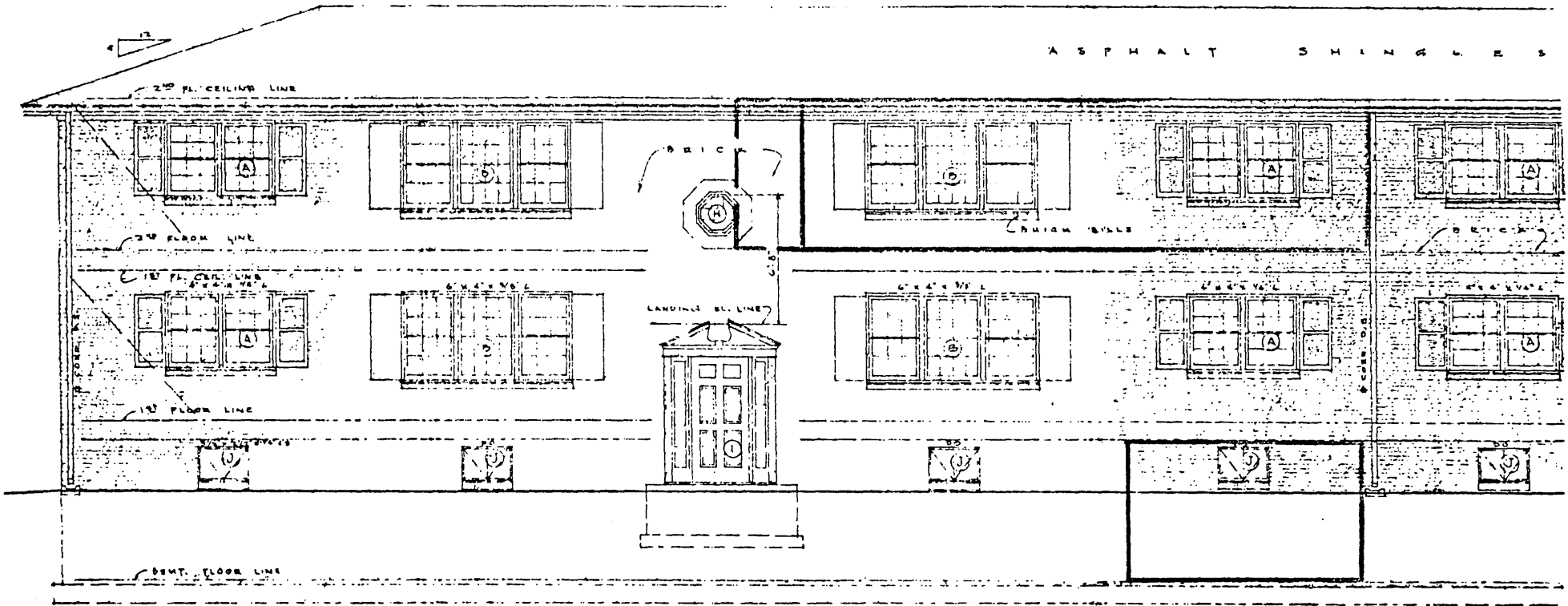
Basement Floor Plan
Northerly Portion
Building "B"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9101-6
Sheet 3 of 7



Second Floor Plan
Northernly Portion
Building "B"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9101-60
Sheet 4 of 7

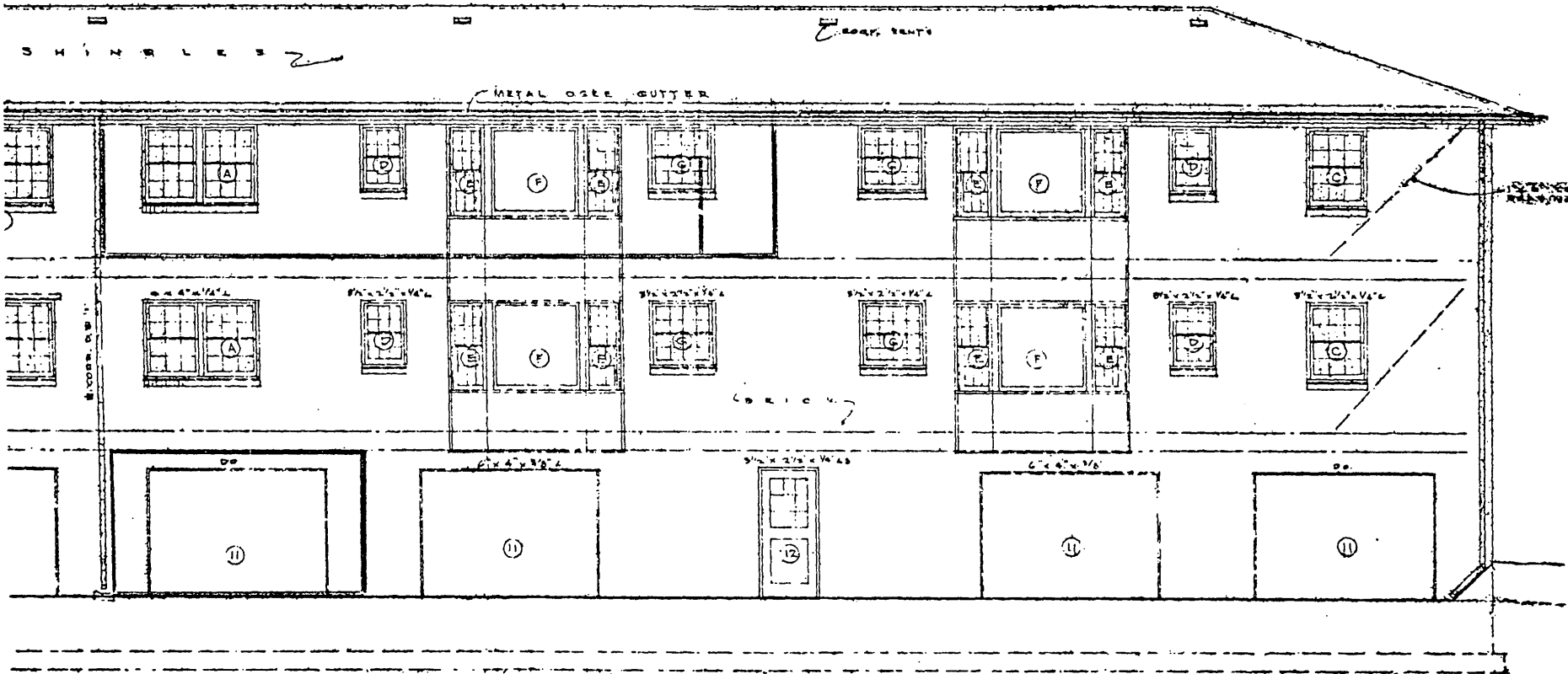


Front Elevation
Northerly Portion
Building "B"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9101-6
Sheet 5 of 7

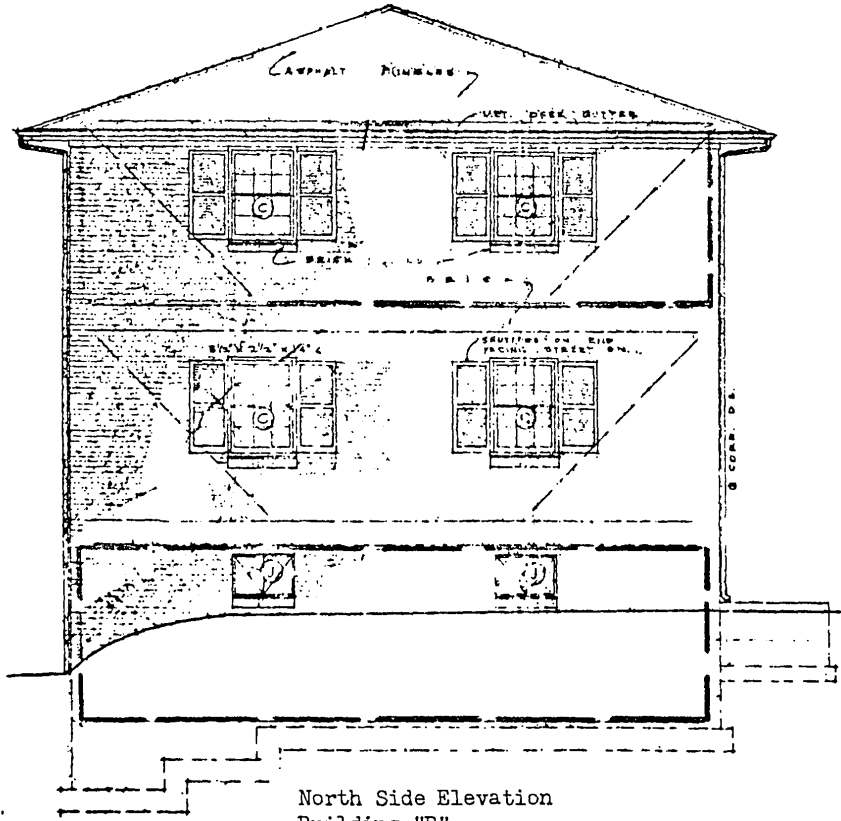
POOR INSTRUMENT FILED

BOOK 1642 PAGE 354

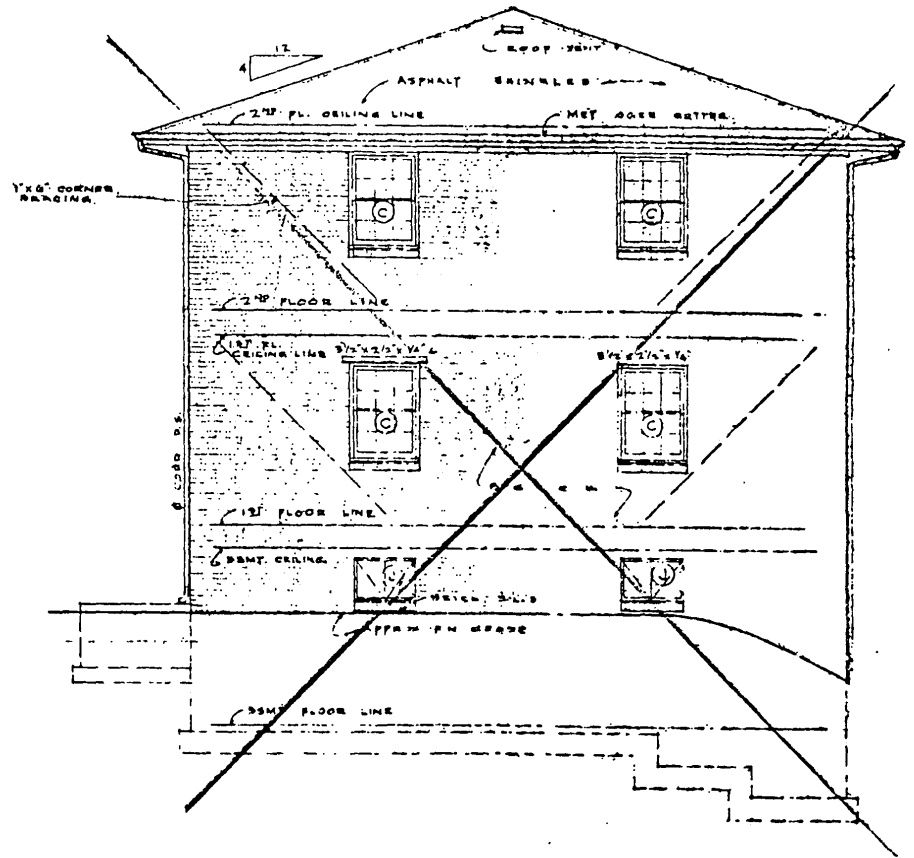


Rear Elevation
Northerly Portion
Building "B"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9101-6
Sheet 6 of 7



North Side Elevation
Building "B"



Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9101-6
Sheet 7 of 7

UNIT LOCATION PLANS

UNIT No. 9103-7

SUNSET VALLEY APARTMENTS-CONDOMINIUMS

SPONSOR :
ROBTON INC.

SALES AGENT
MAENNER CO.
10050 REGENCY CIRCLE

LEGEND: HEAVY LINE
INDICATES OUTLINE
OF UNIT

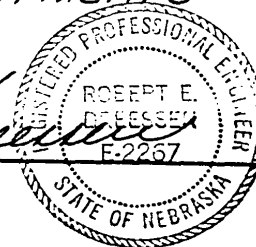


PREPARED BY:
THOMPSON, DREESSEN & DORNER
10730 PACIFIC STREET
OMAHA, NEBRASKA 68114

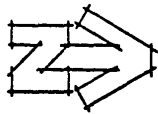
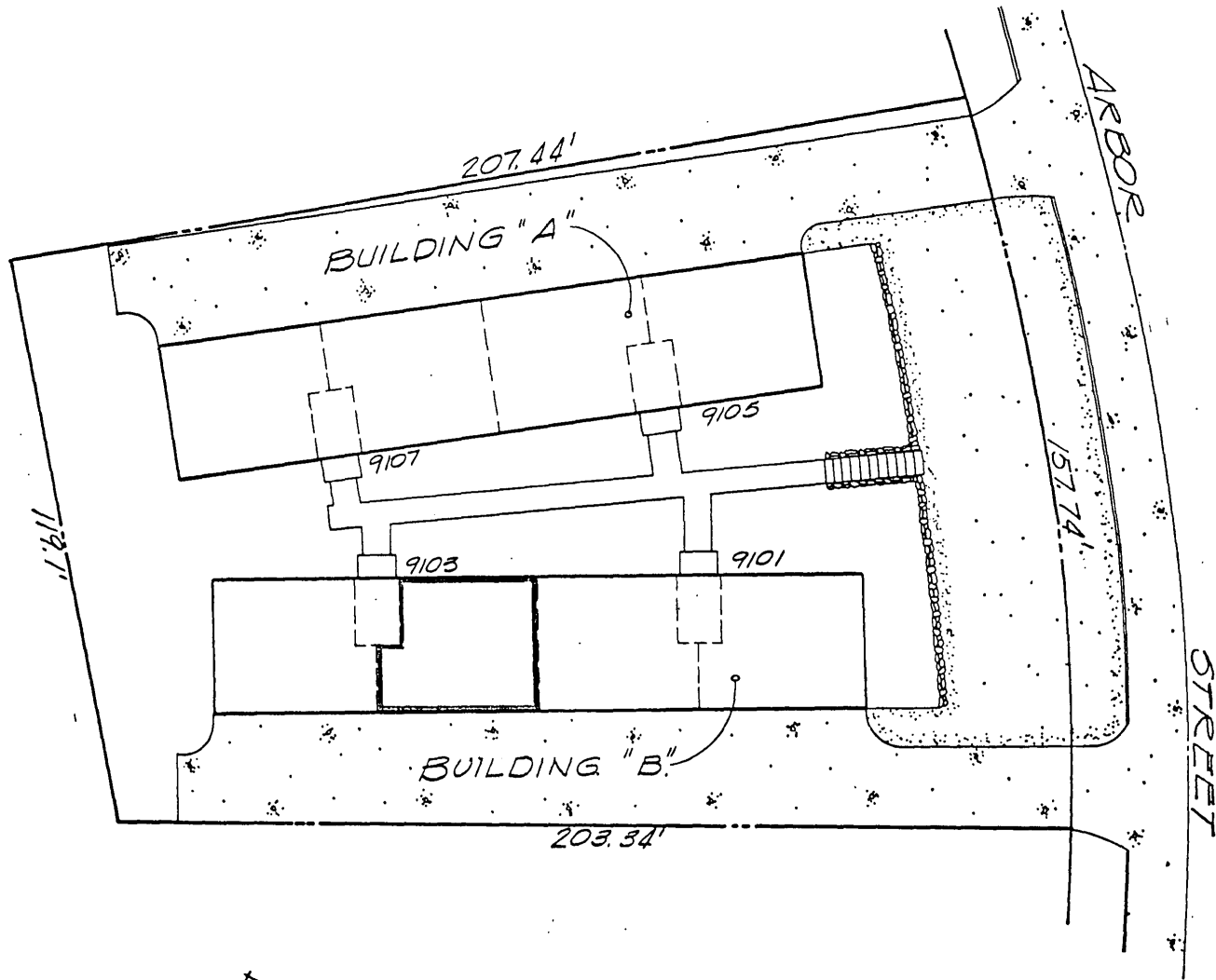
I, ROBERT E. DREESSEN, A LICENSED
PROFESSIONAL ENGINEER OF THE
STATE OF NEBRASKA CERTIFY THAT
THESE PLANS REPRESENT UNIT No. 9103-7
OF THE SUNSET VALLEY APARTMENTS
CONDOMINIUMS.

August 3, 1979
DATE

Robert E. Dreesen
ENGINEER



SHEET 1 OF 7

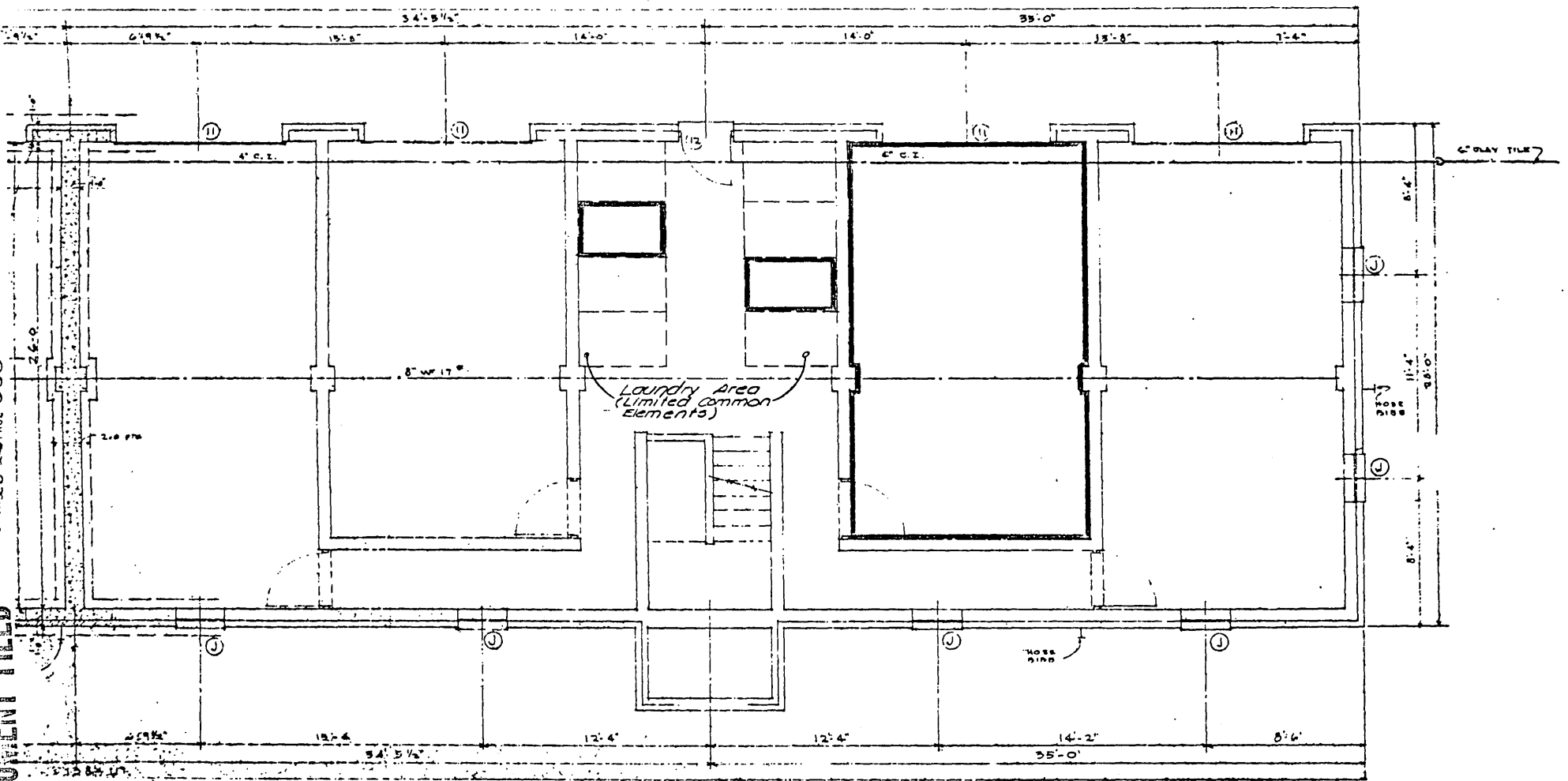


LOCATION OF UNIT ON SITE

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9103-7
2ND Floor Level
Sheet 2 of 7

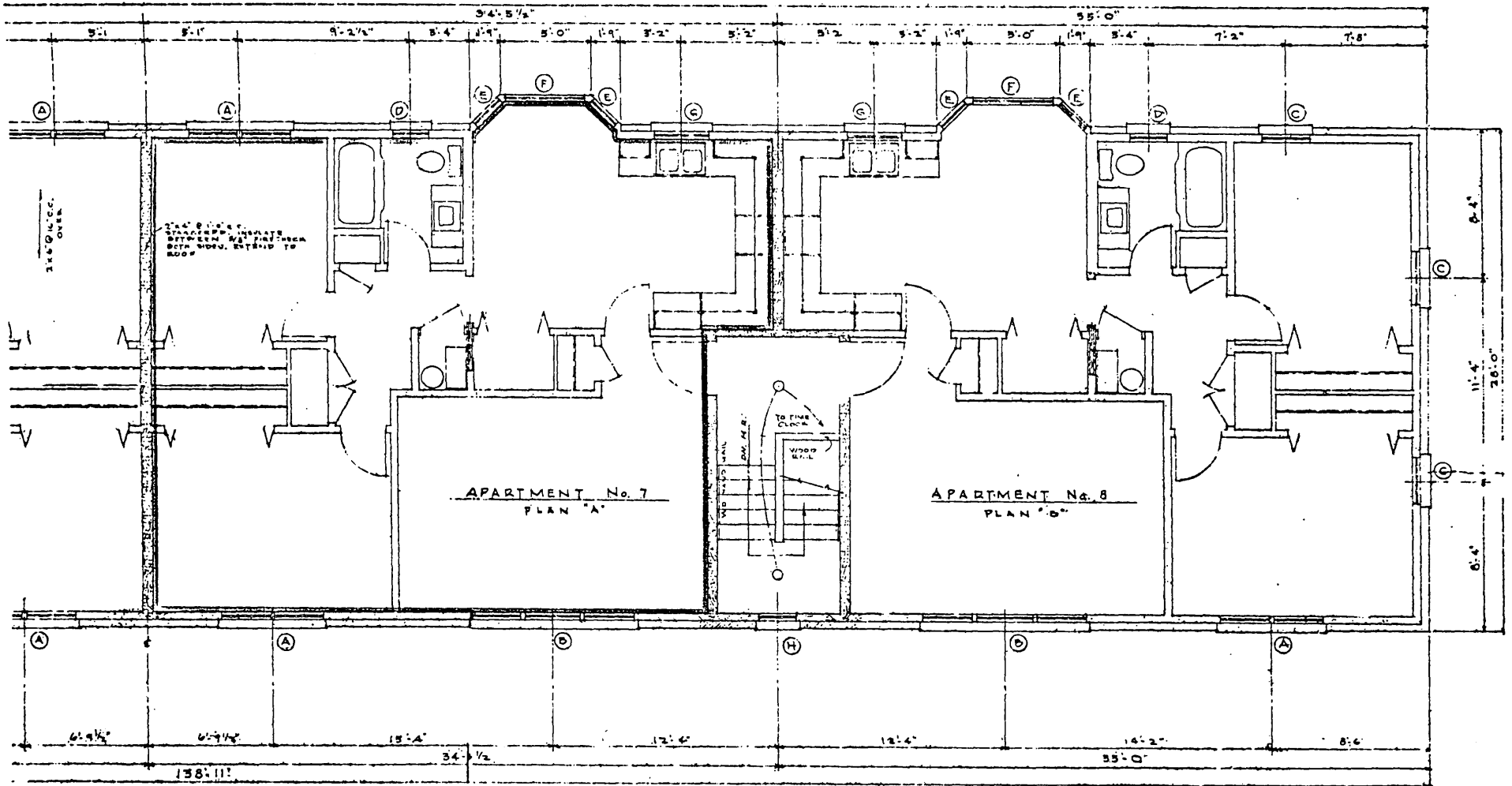
BOOK 1642 PAGE 358

POOR INSTRUMENT FILED



Basement Floor Plan
Southerly Portion
Building "B"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9103-7
Sheet 3 of 7

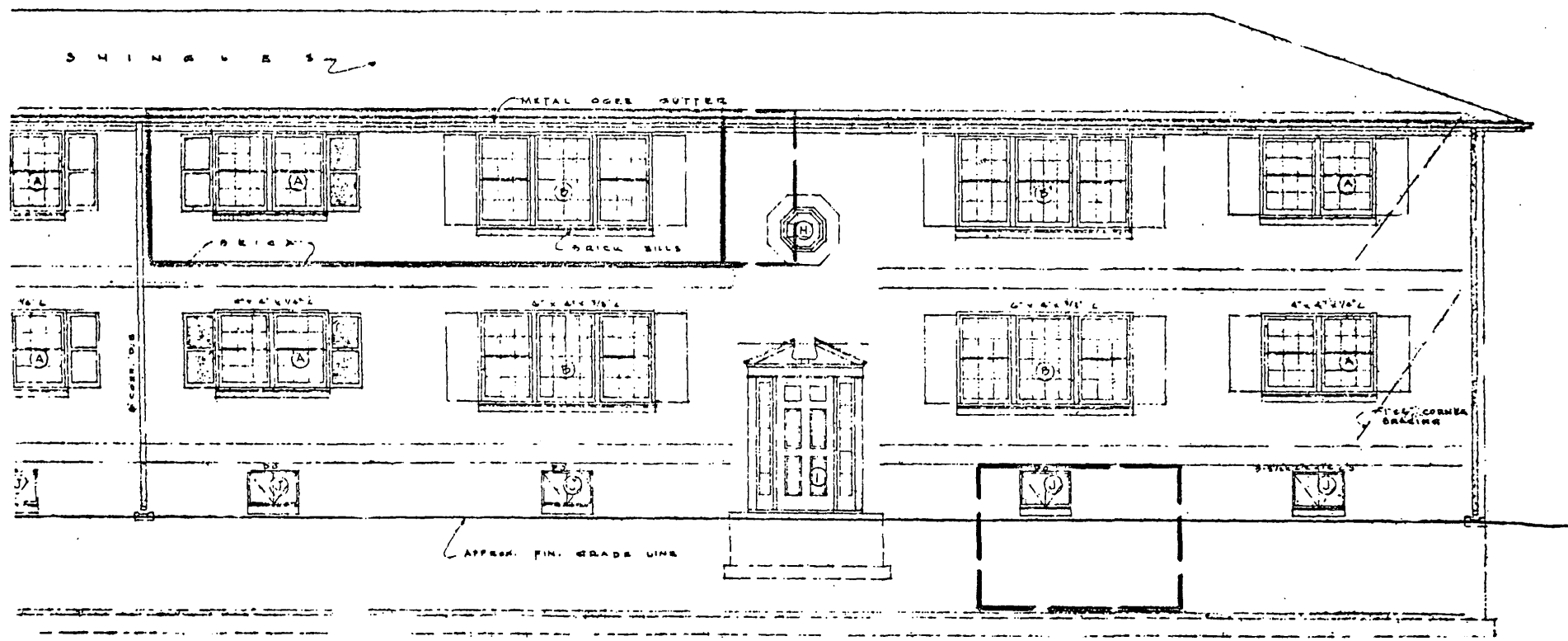


Second Floor Plan
Southerly Portion
Building "B"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 703.7
Sheet 4 of 7

POOR INSTRUMENT FILED

BOOK 1642 PAGE 360

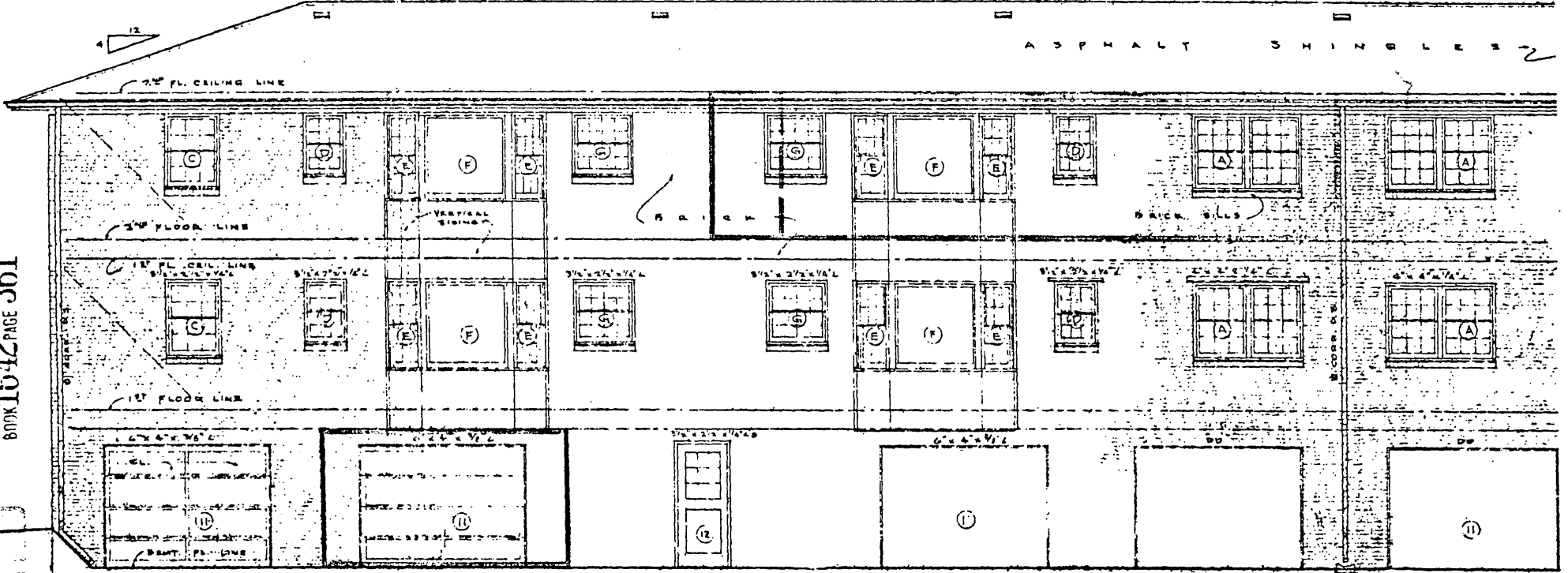


Front Elevation
Southerly Portion
Building "B"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9103-7
Sheet 5 of 7

BOOK 1642 PAGE 361

POOR REVISION

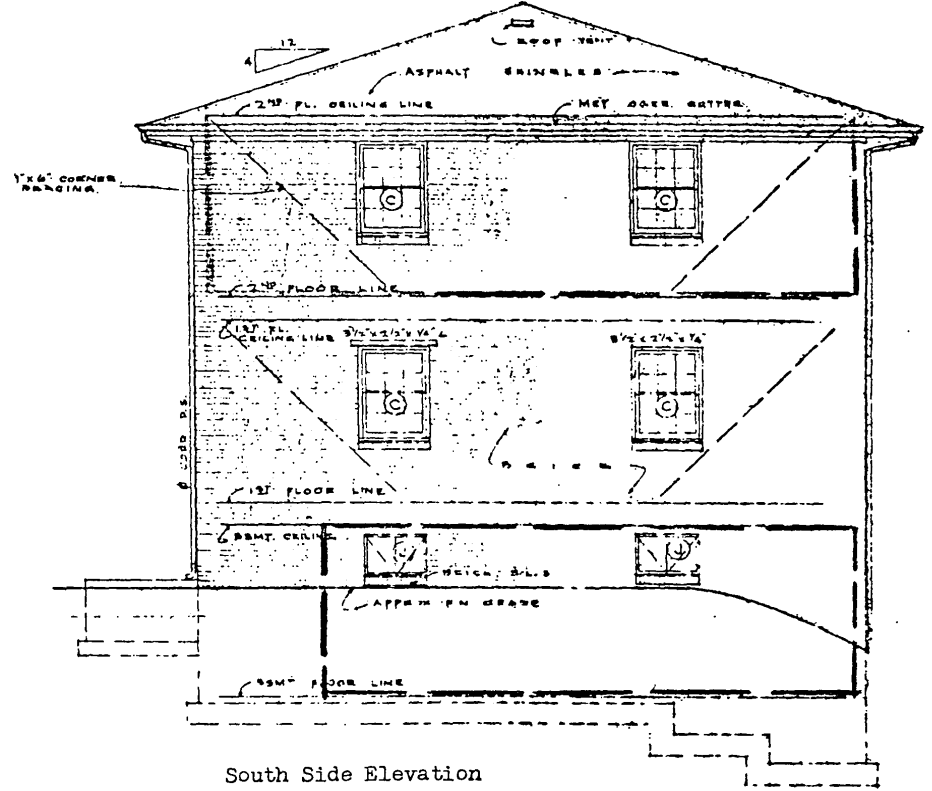
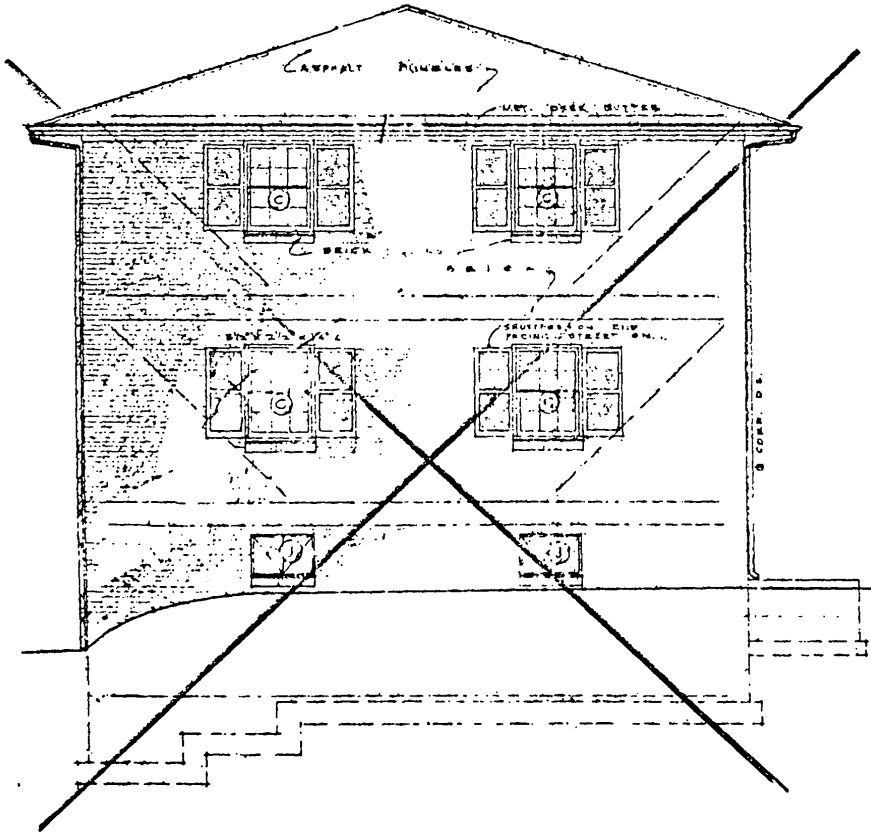


Rear Elevation
 Southerly Portion
 Building "B"

Sunset Valley Apartments
 Condominiums
 Unit Location Plan
 Unit No. 9103-7
 Sheet 6 of 7

POOR INSTRUMENT FILED

BOOK 1642 PAGE 362



Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9103.7
Sheet 7 of 7

UNIT LOCATION PLANS

UNIT No. 9103-8

SUNSET VALLEY APARTMENTS-CONDOMINIUMS

SPONSOR :
ROBTON INC.

SALES AGENT
MAENNER CO.
10050 REGENCY CIRCLE

LEGEND: HEAVY LINE
INDICATES OUTLINE
OF UNIT



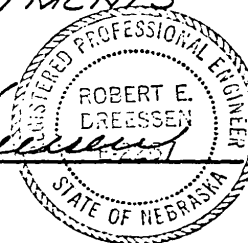
PREPARED BY:

THOMPSON, DREESSEN & DORNER
10730 PACIFIC STREET
OMAHA, NEBRASKA 68114

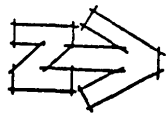
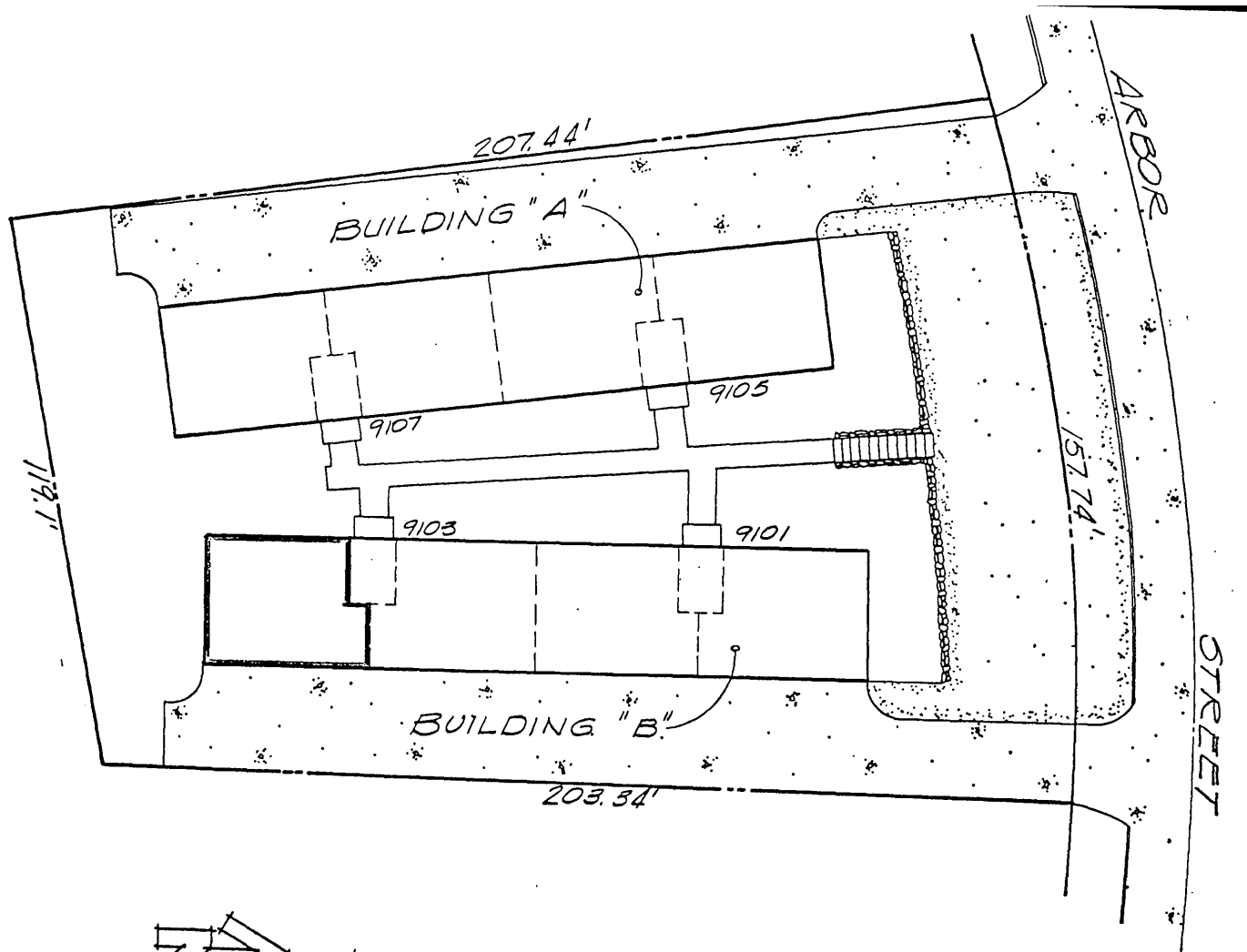
I, ROBERT E. DREESSEN, A LICENSED
PROFESSIONAL ENGINEER OF THE
STATE OF NEBRASKA CERTIFY THAT
THESE PLANS REPRESENT UNIT No. 9103-8
OF THE SUNSET VALLEY APARTMENTS
CONDOMINIUMS.

August 3, 1979
DATE

Robert E. Dreesen
ENGINEER



SHEET 1 OF 7

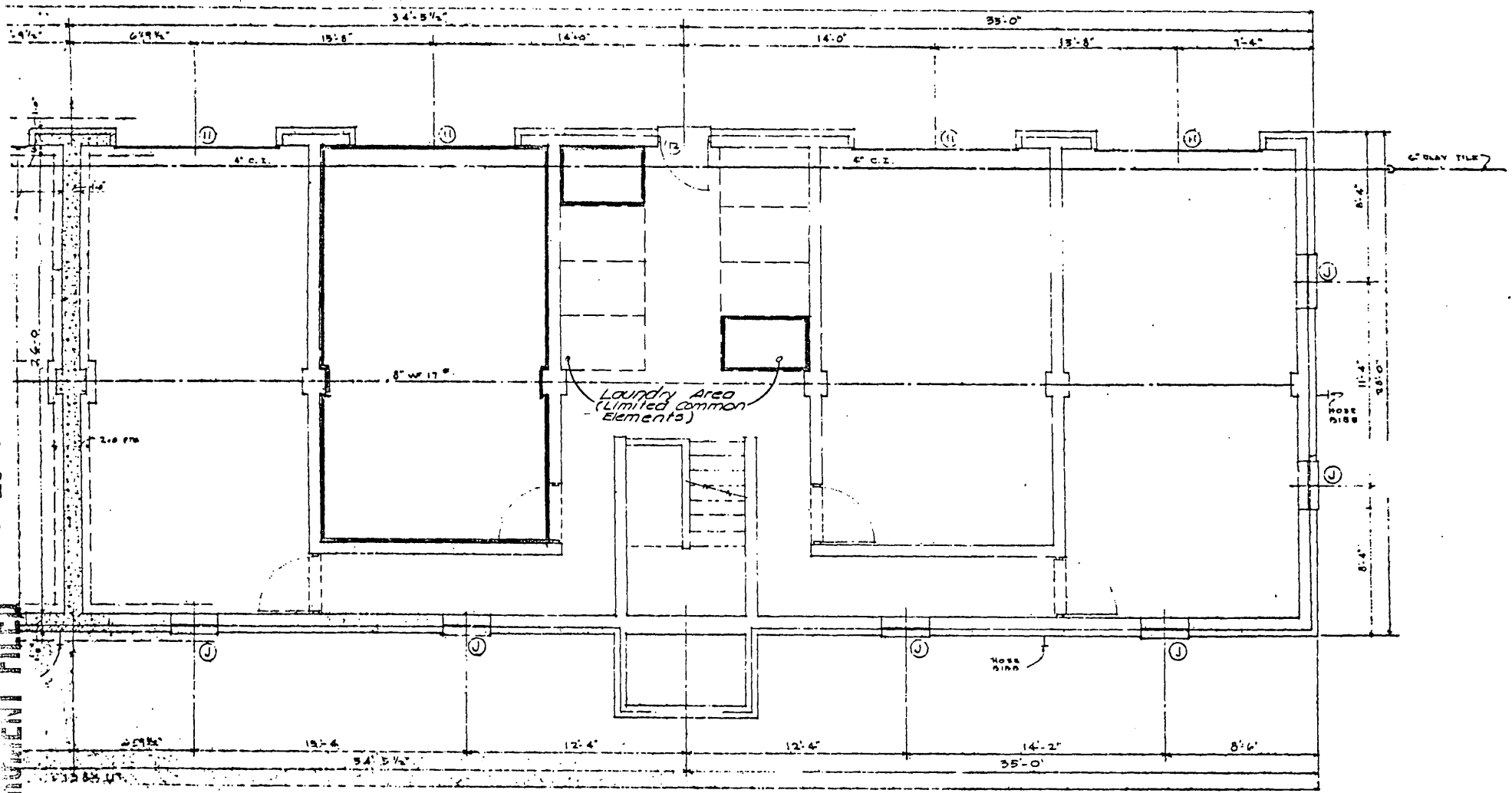


LOCATION OF UNIT ON SITE

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9103-E
2ND Floor Level
Sheet 2 of 7

BOOK 1642 PAGE 365

POOR INSTRUMENT FILE

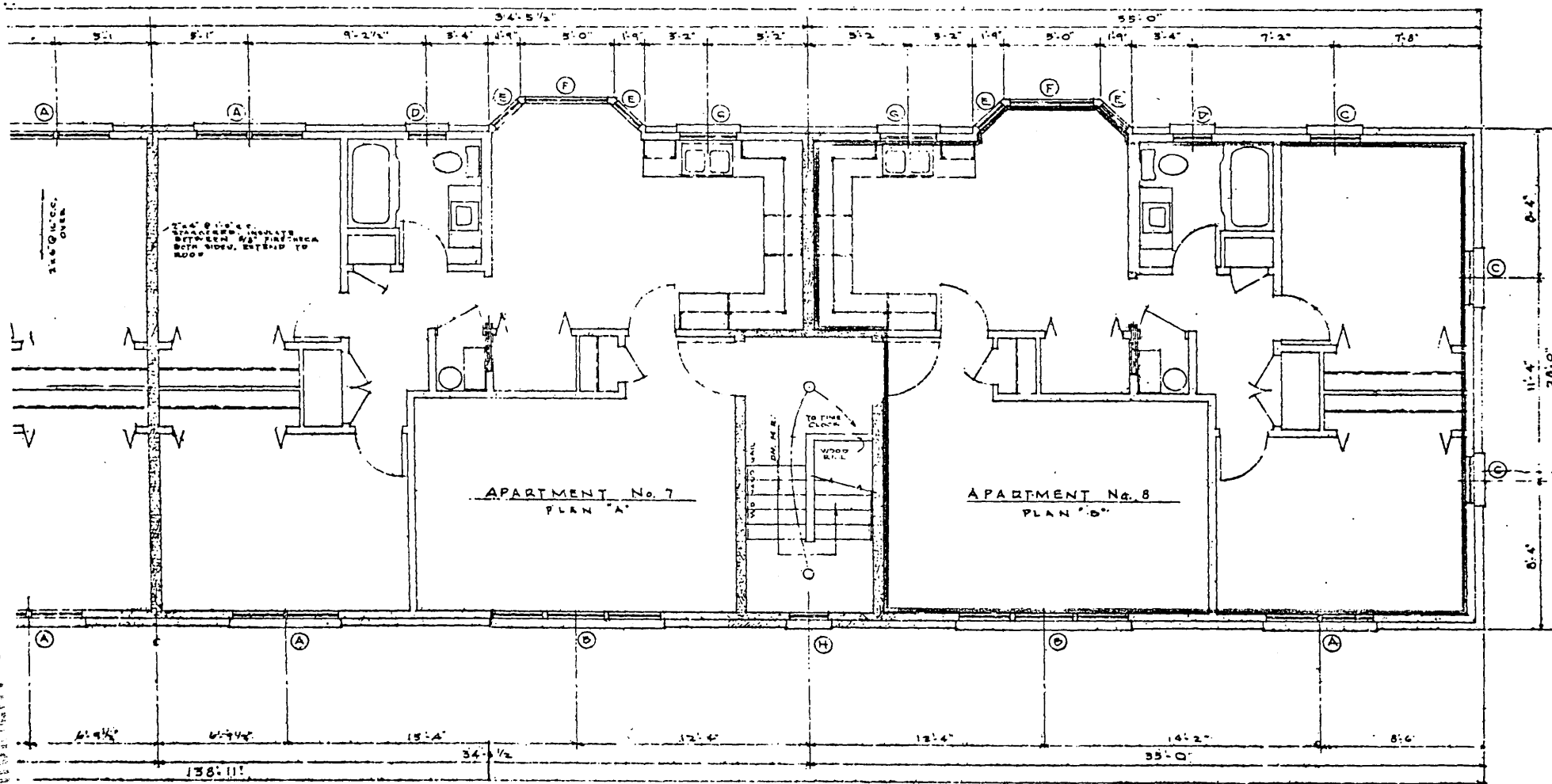


Basement Floor Plan
Southerly Portion
Building "B"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9103-E
Sheet 3 of 7

BOOK 1642 PAGE 366

FOR INFORMATION FILED

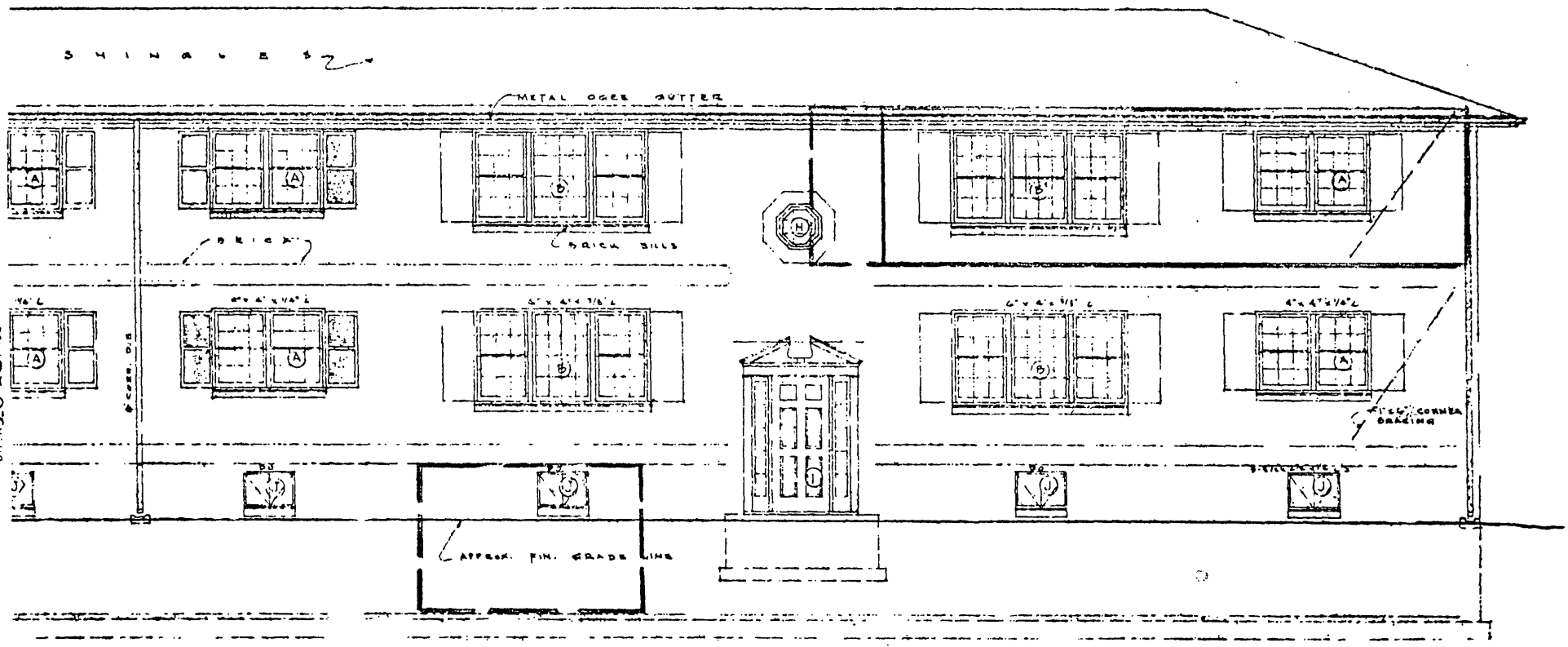


Second Floor Plan
Southerly Portion
Building "B"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9103-B
Sheet 4 of 7

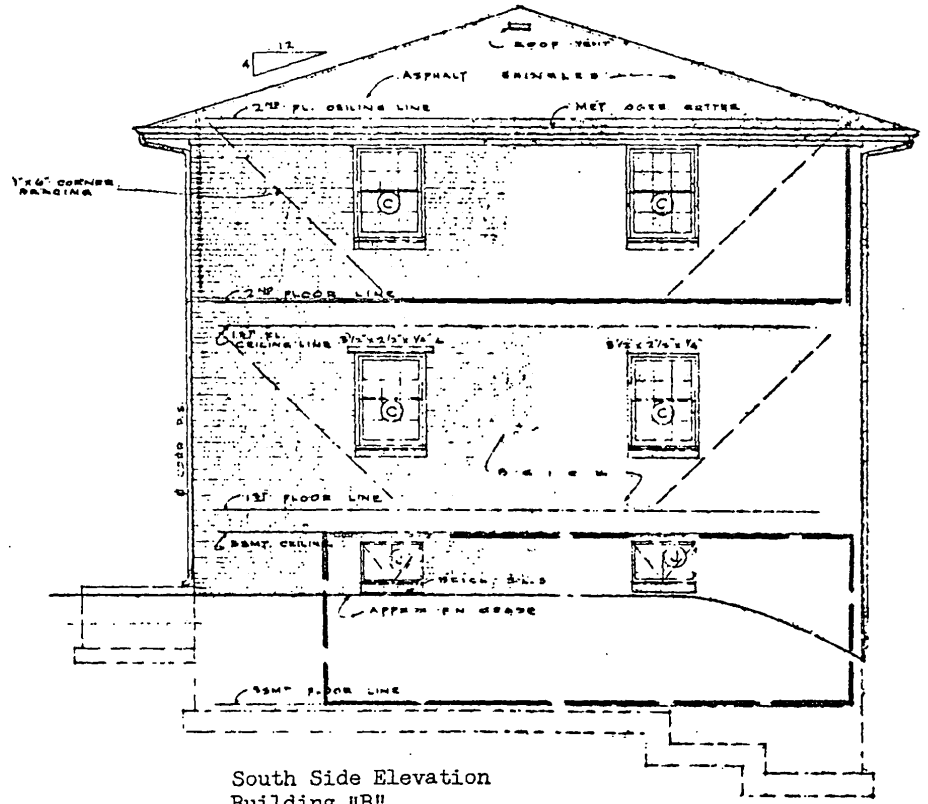
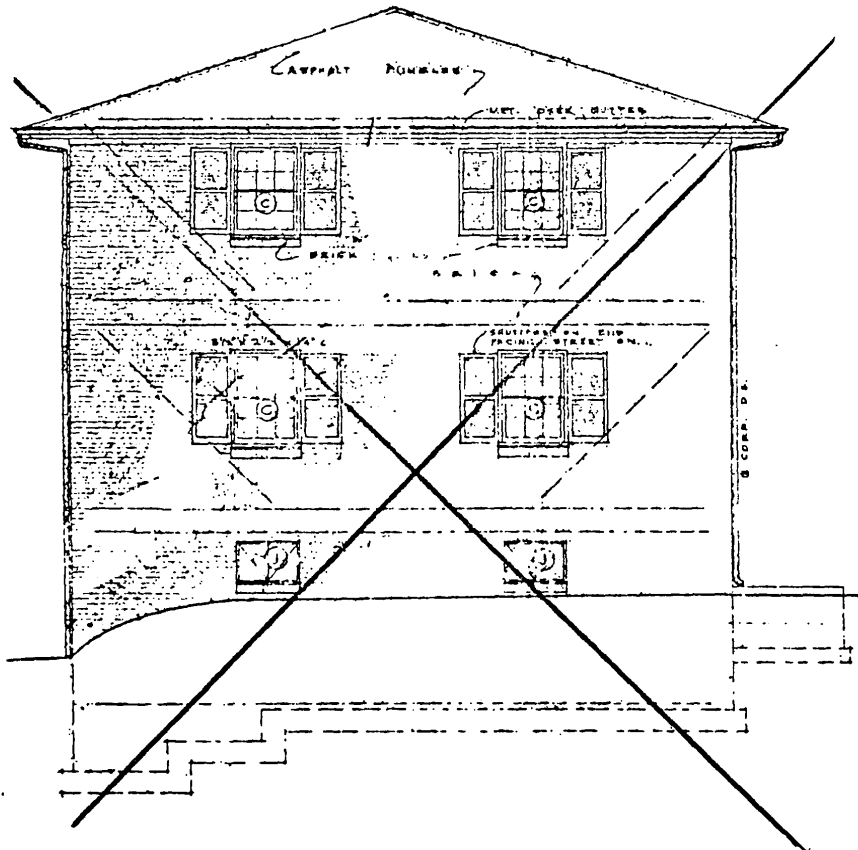
POOR INSTRUMENT FILED

BOOK 1642 PAGE 367



Front Elevation
Southerly Portion
Building "B"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 2107-3
Sheet 5 of 7



UNIT LOCATION PLANS

UNIT No. 9105-3

SUNSET VALLEY APARTMENTS-CONDOMINIUMS

SPONSOR :
ROBTON INC.

SALES AGENT
MAENNER CO.
10050 REGENCY CIRCLE

PREPARED BY:
THOMPSON, DREESSEN & DORNER
10730 PACIFIC STREET
OMAHA, NEBRASKA 68114

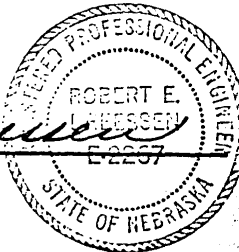
LEGEND: HEAVY LINE
INDICATES OUTLINE
OF UNIT

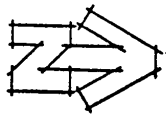
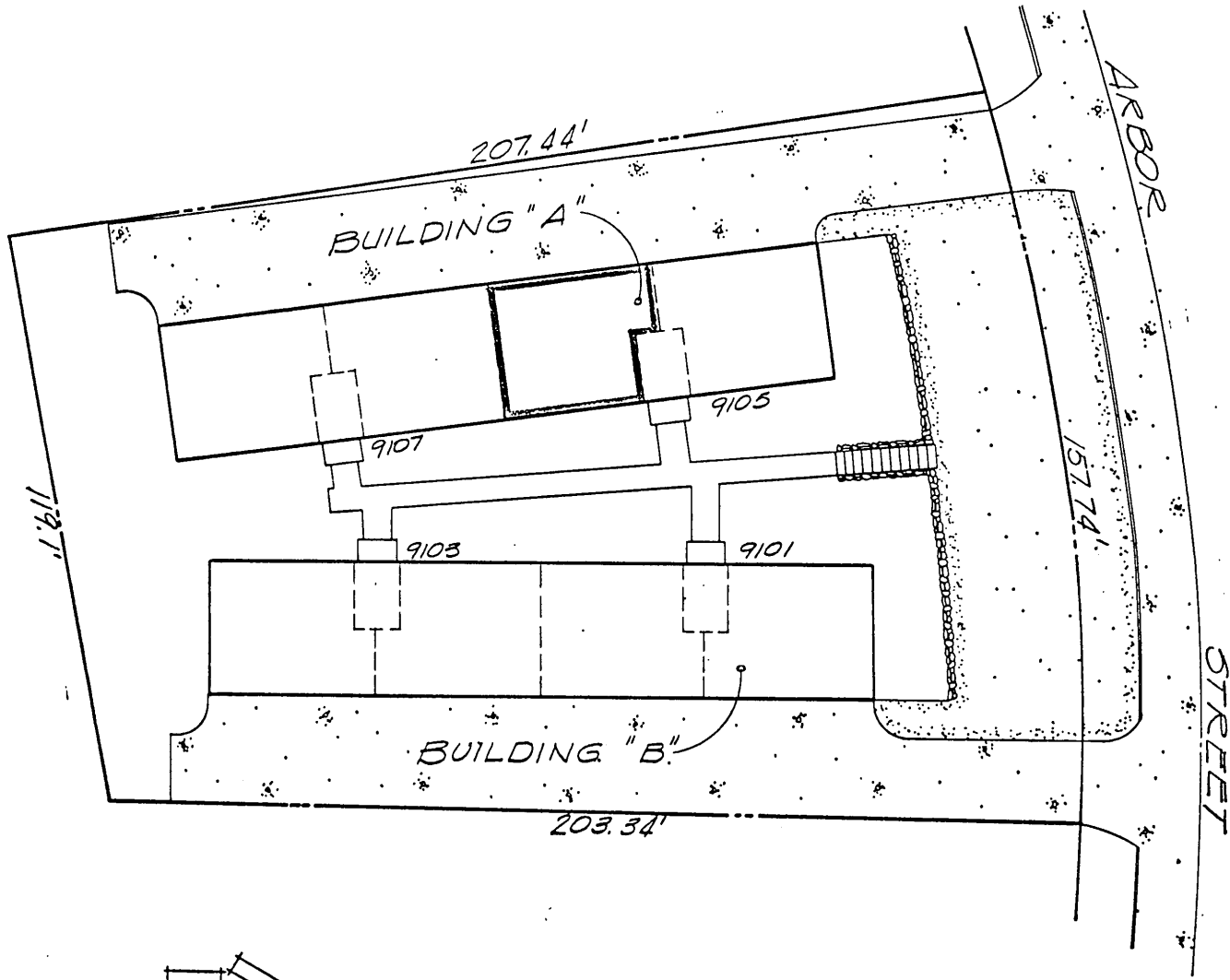


I, ROBERT E. DREESSEN, A LICENSED
PROFESSIONAL ENGINEER OF THE
STATE OF NEBRASKA CERTIFY THAT
THESE PLANS REPRESENT UNIT No. 9105-3
OF THE SUNSET VALLEY APARTMENTS
CONDOMINIUMS.

August 13, 1979
DATE

Robert E. Dreesen
ENGINEER

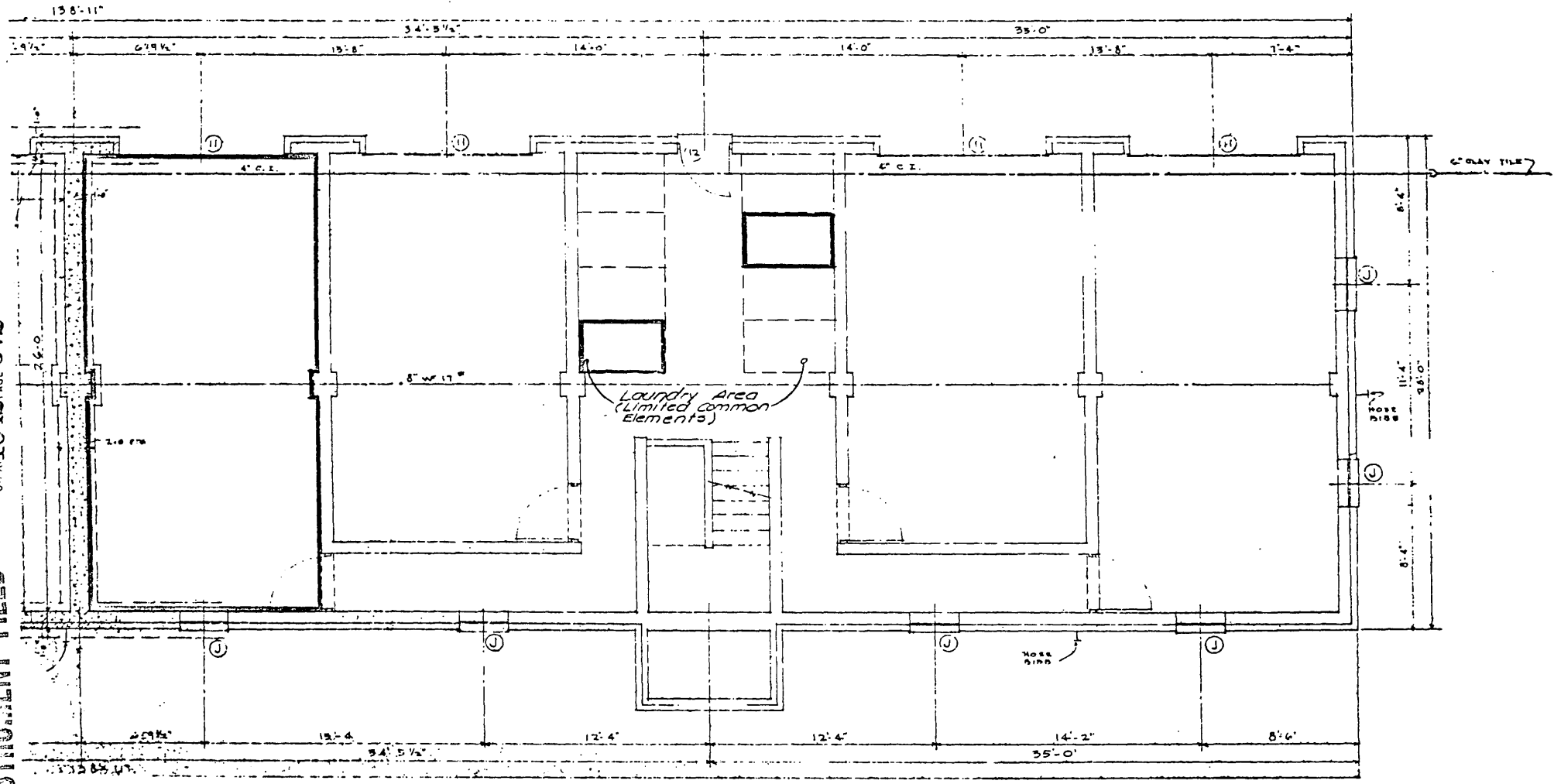




LOCATION OF UNIT ON SITE

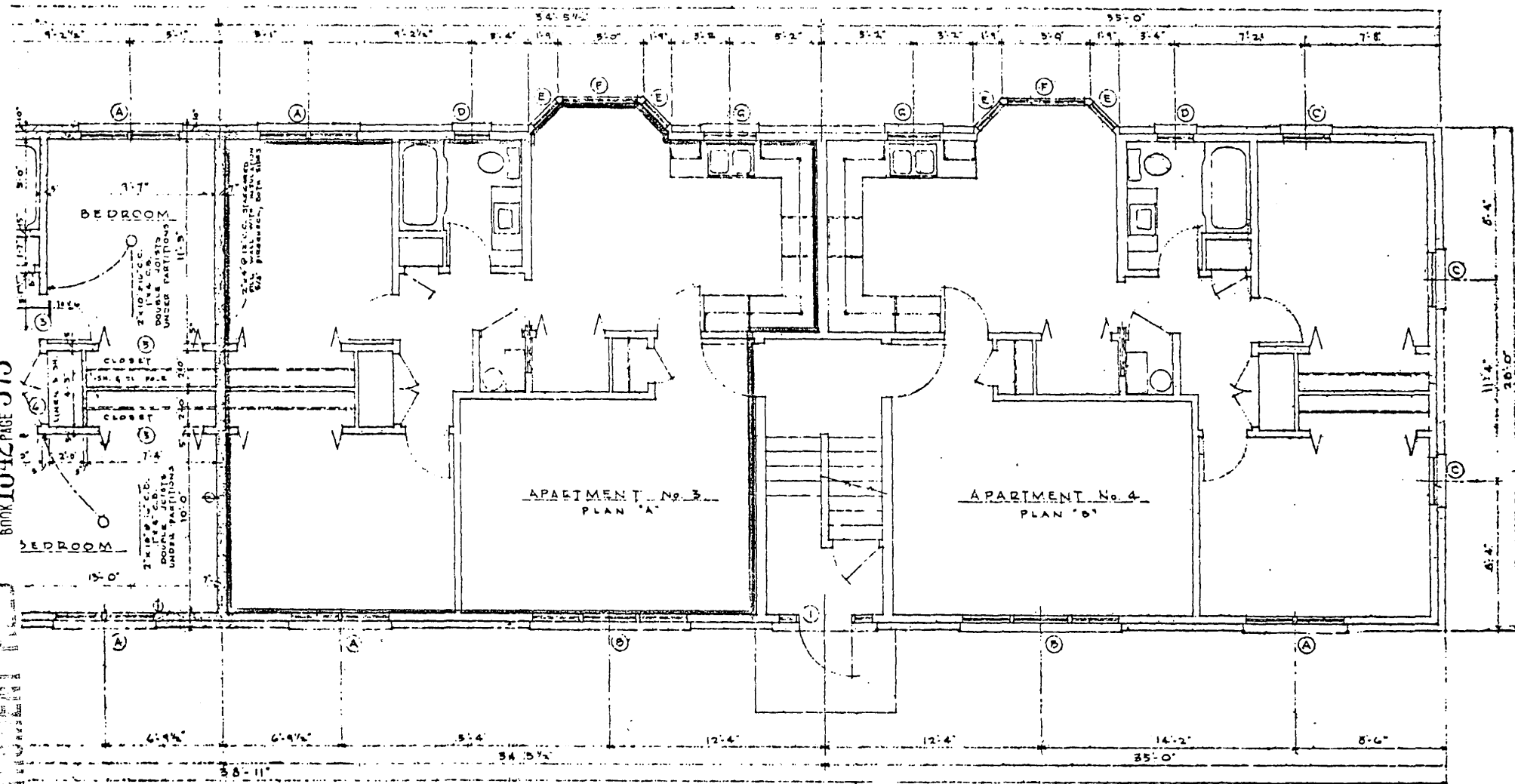
Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9105-3
1ST Floor Level
Sheet 2 of 7

BOOK 1642 PAGE 372
POOR INSTRUMENT FILED



Basement Floor Plan
Northerly Portion
Building "A"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9105-3
Sheet 3 of 7

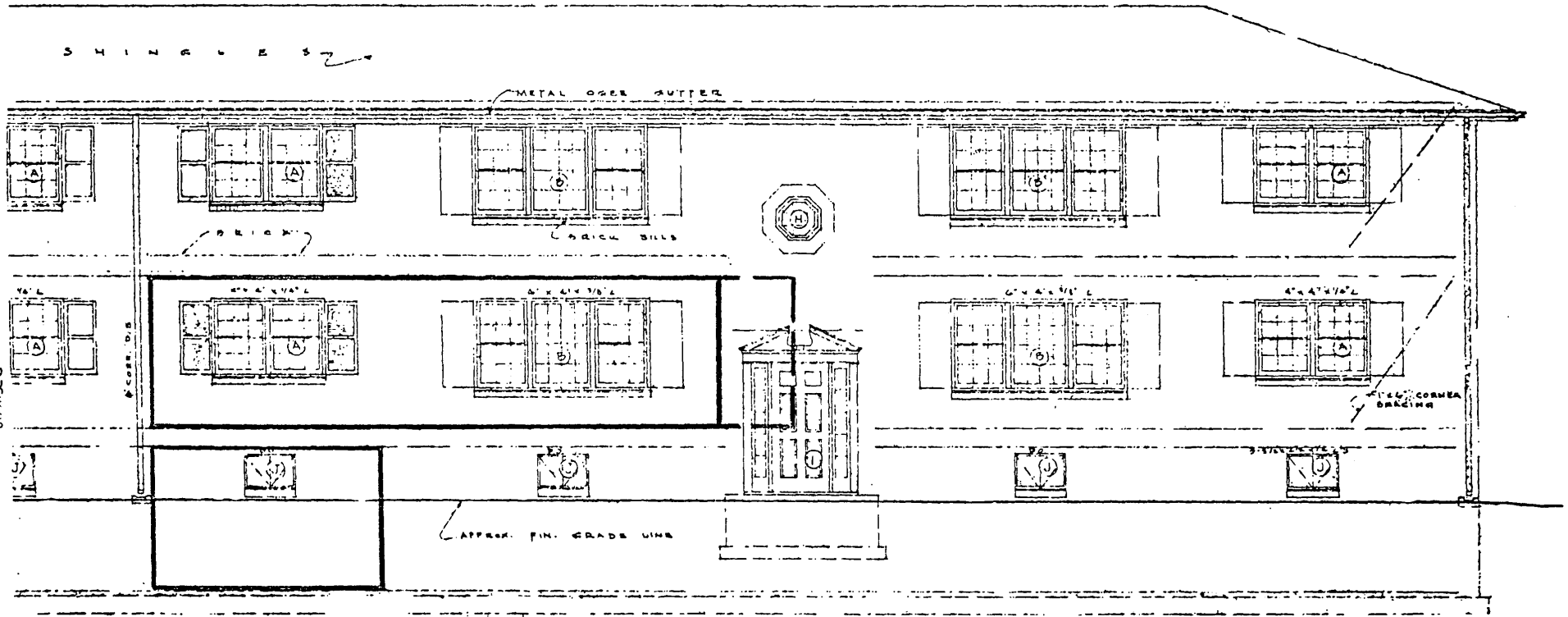


First Floor Plan
Northerly Portion
Building "A"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9105-3
Sheet 4 of 7

POOR INSTRUMENT FILED

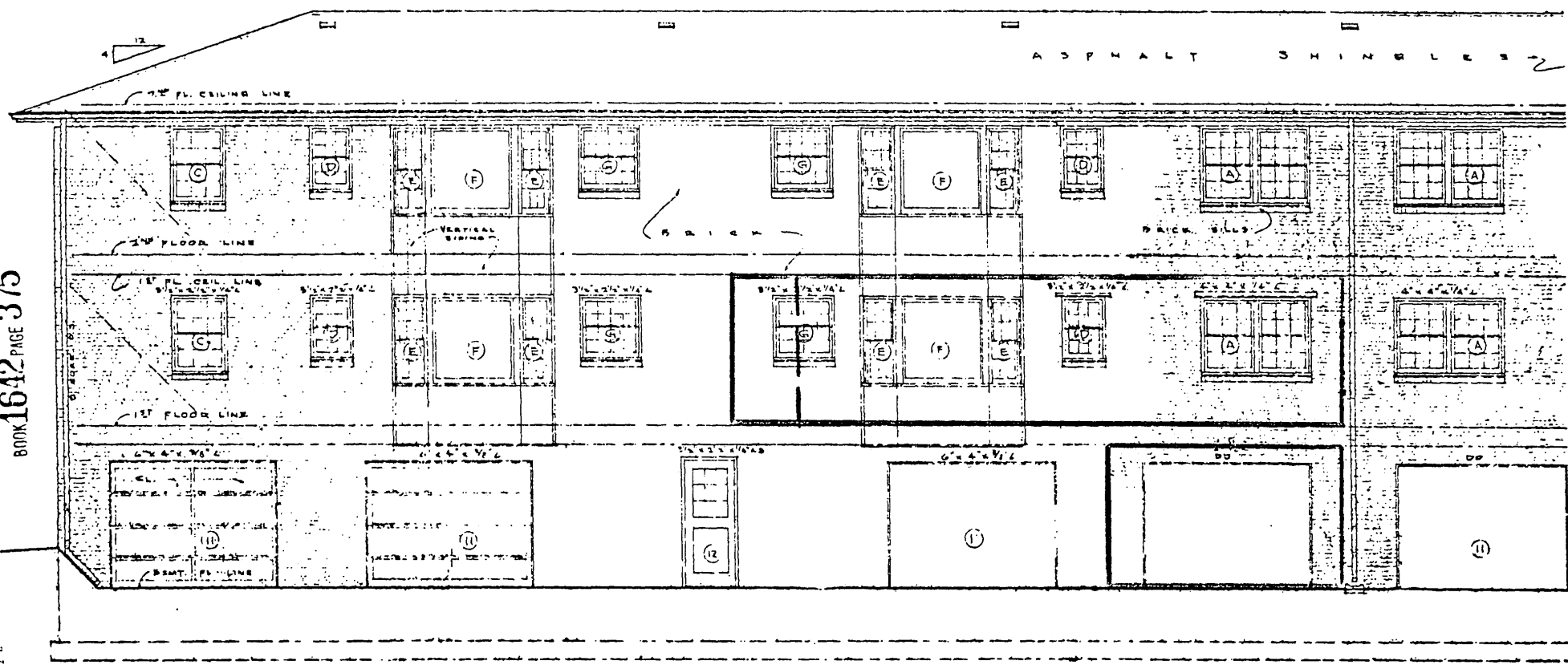
BOOK 1642 PAGE 374



Front Elevation
Northerly Portion
Building "A"

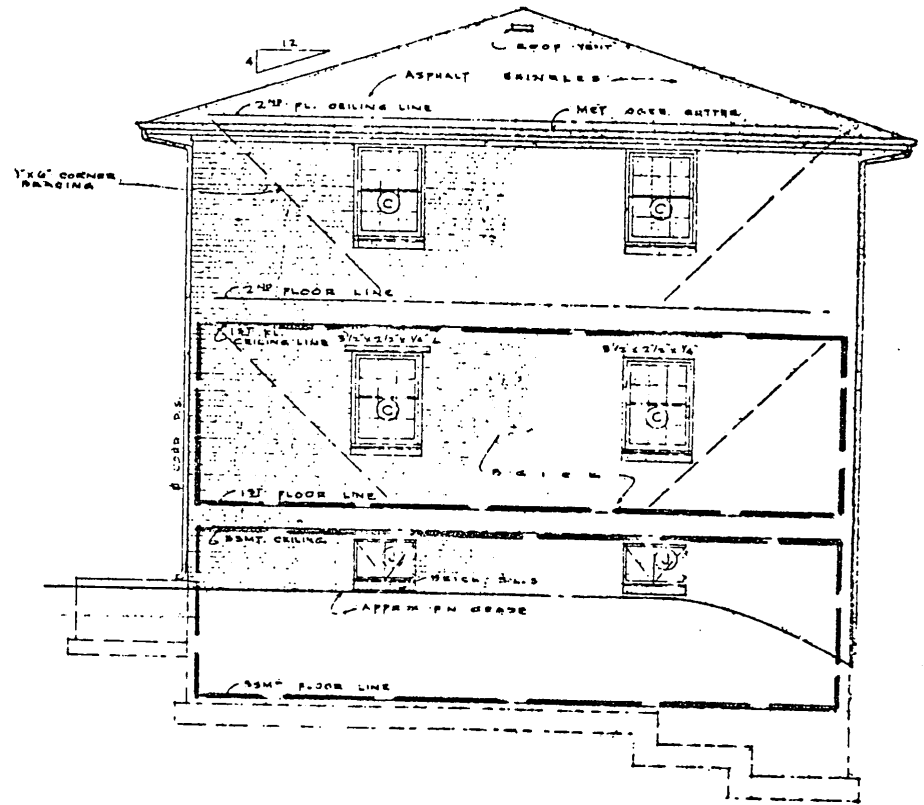
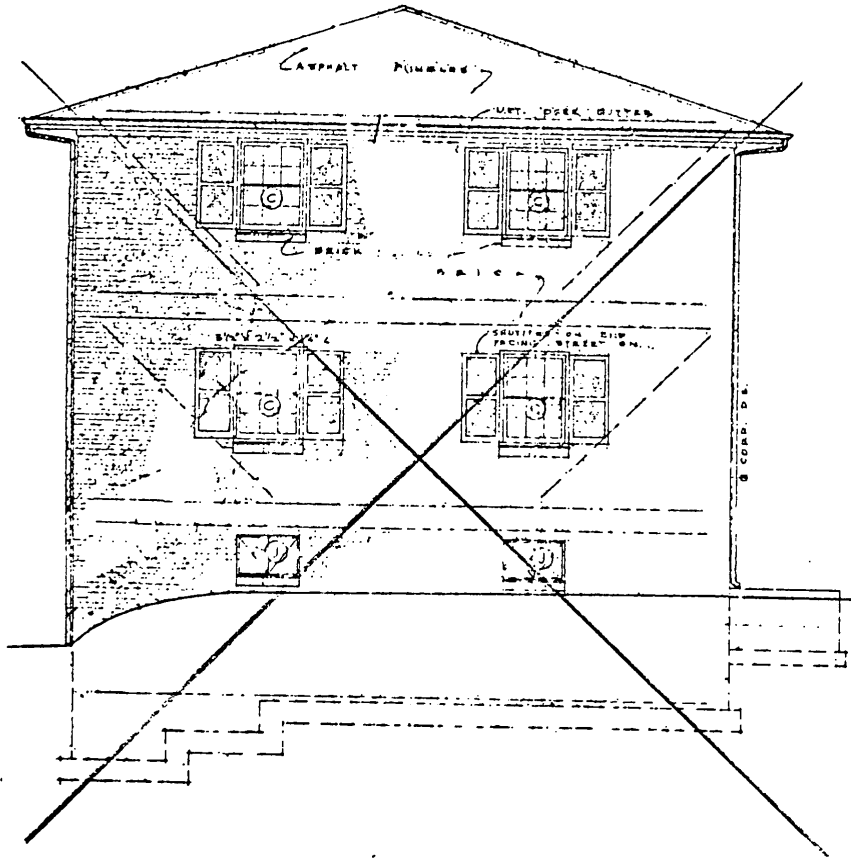
Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9105-3
Sheet 5 of 7

BOOK 1642 PAGE 375
POOR INSTRUMENT FILED



Rear Elevation
Northerly Portion
Building "A"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9105-3
Sheet 6 of 7



North Side Elevation
Building "A"

UNIT LOCATION PLANS

UNIT No. 9105-4

SUNSET VALLEY APARTMENTS-CONDOMINIUMS

SPONSOR :
ROBTON INC.

SALES AGENT
MAENNER CO.
10050 REGENCY CIRCLE

LEGEND: HEAVY LINE
INDICATES OUTLINE
OF UNIT

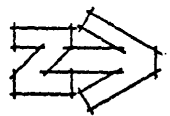
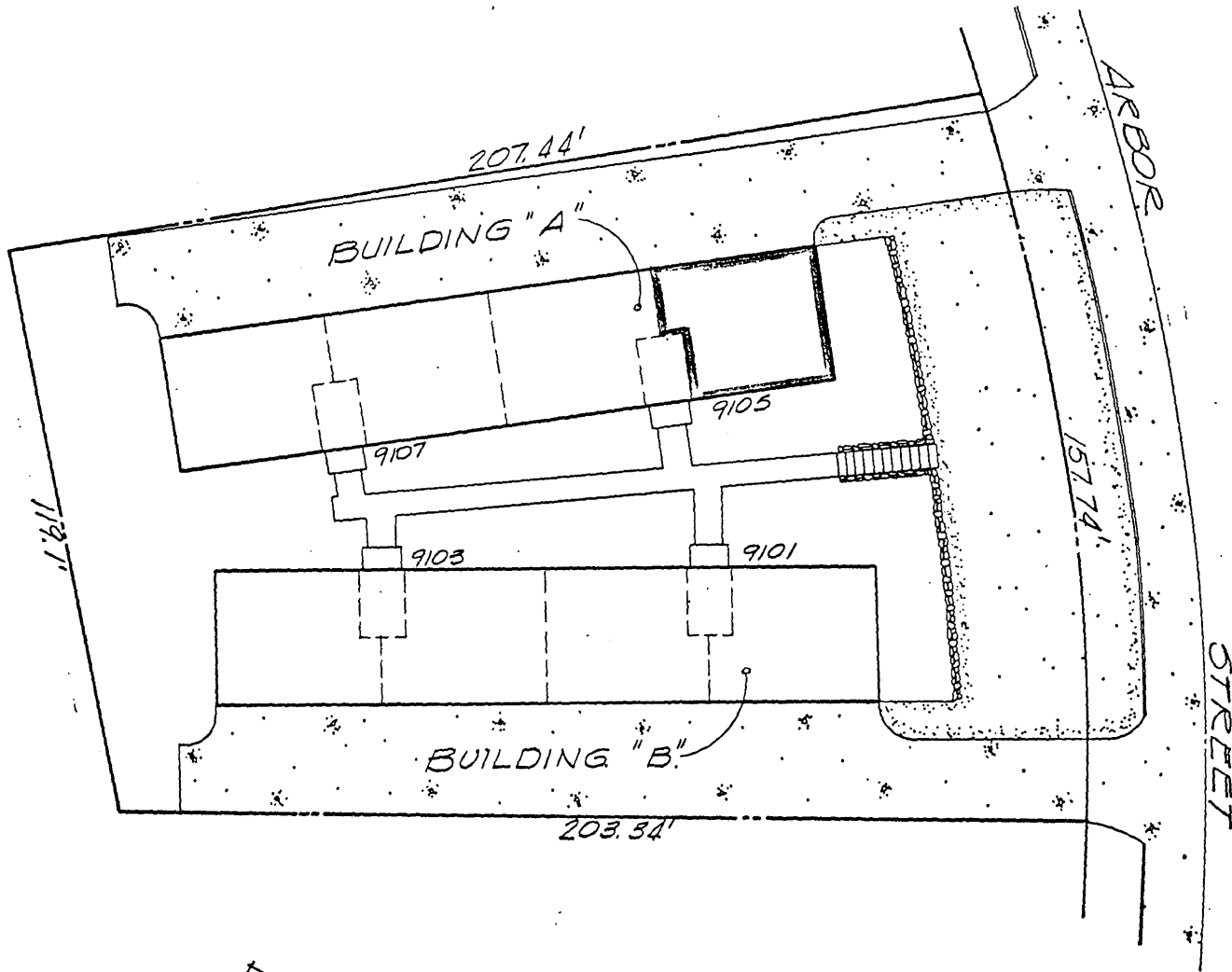


PREPARED BY:
THOMPSON, DREESSEN & DORNER
10730 PACIFIC STREET
OMAHA, NEBRASKA 68114

I, ROBERT E. DREESSEN, A LICENSED
PROFESSIONAL ENGINEER OF THE
STATE OF NEBRASKA CERTIFY THAT
THESE PLANS REPRESENT UNIT No. 9105-4
OF THE SUNSET VALLEY APARTMENTS
CONDOMINIUMS.

August 3, 1979
DATE

Robert E. Dreesen
ENGINEER

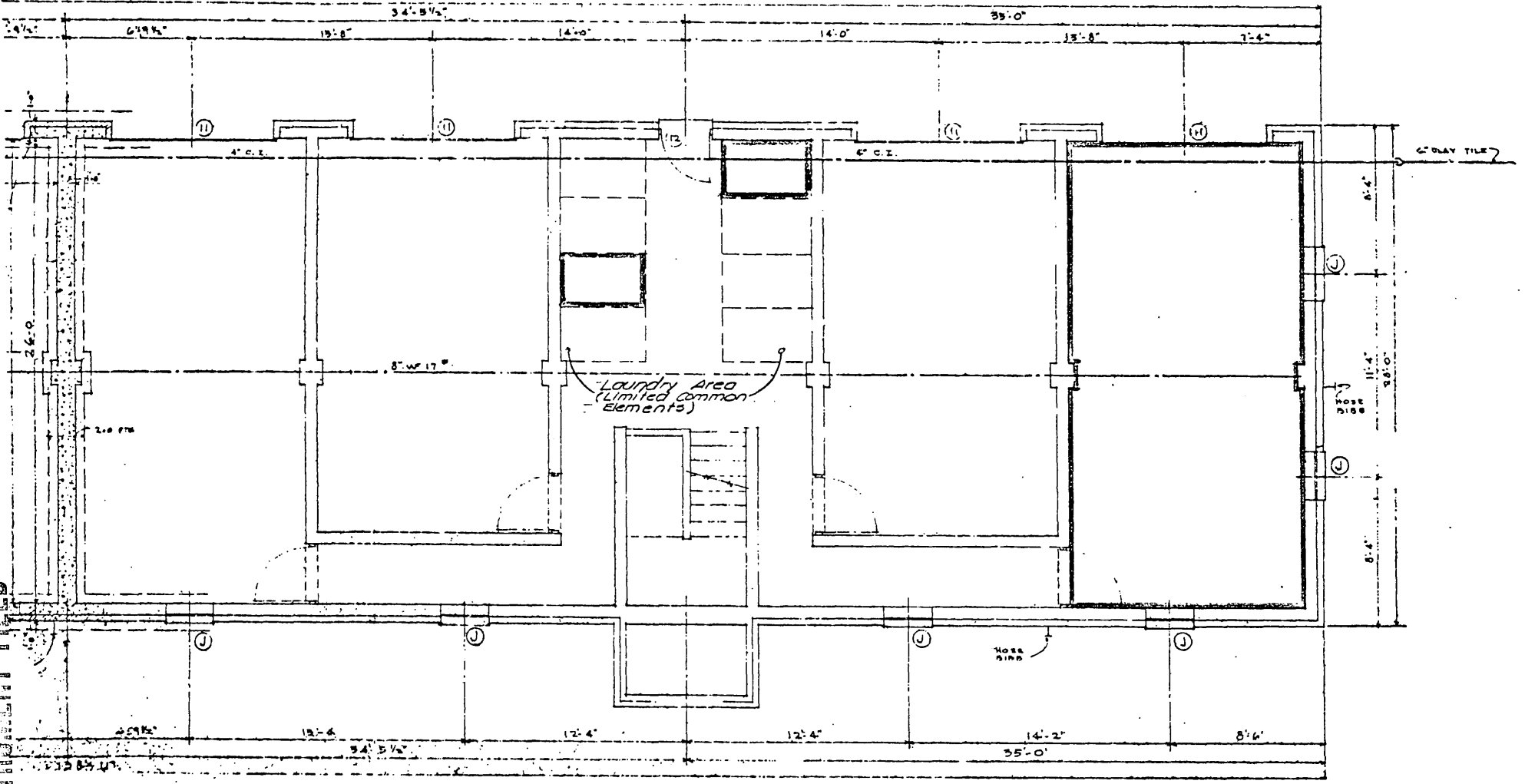


LOCATION OF UNIT ON SITE

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9105-A
157 Floor Level
Sheet 2 of 7

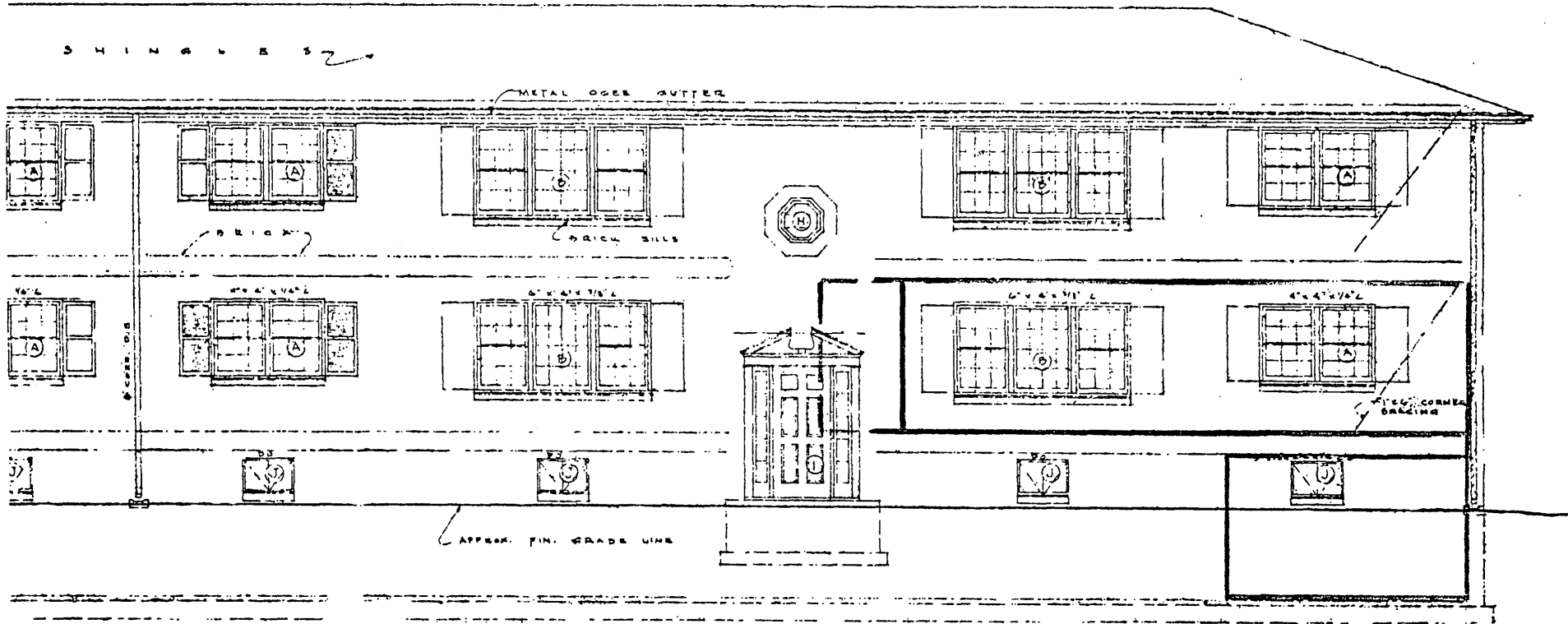
BOOK 1642 PAGE 373

POOR INSTRUMENT FILED



Basement Floor Plan
 Northerly Portion
 Building "A"

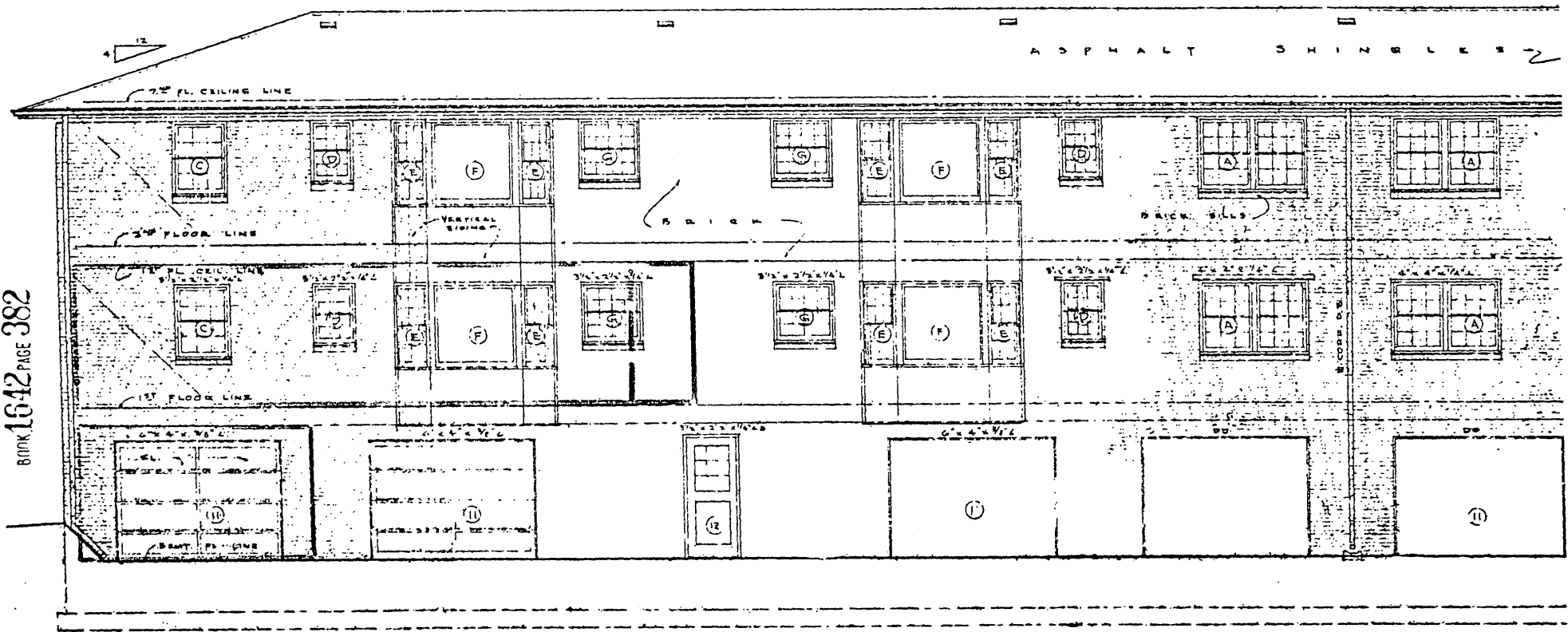
Sunset Valley Apartments
 Condominiums
 Unit Location Plan
 Unit No. 9105-4
 Sheet 3 of 7



Front Elevation
Northerly Portion
Building "A"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9105-4
Sheet 5 of 7

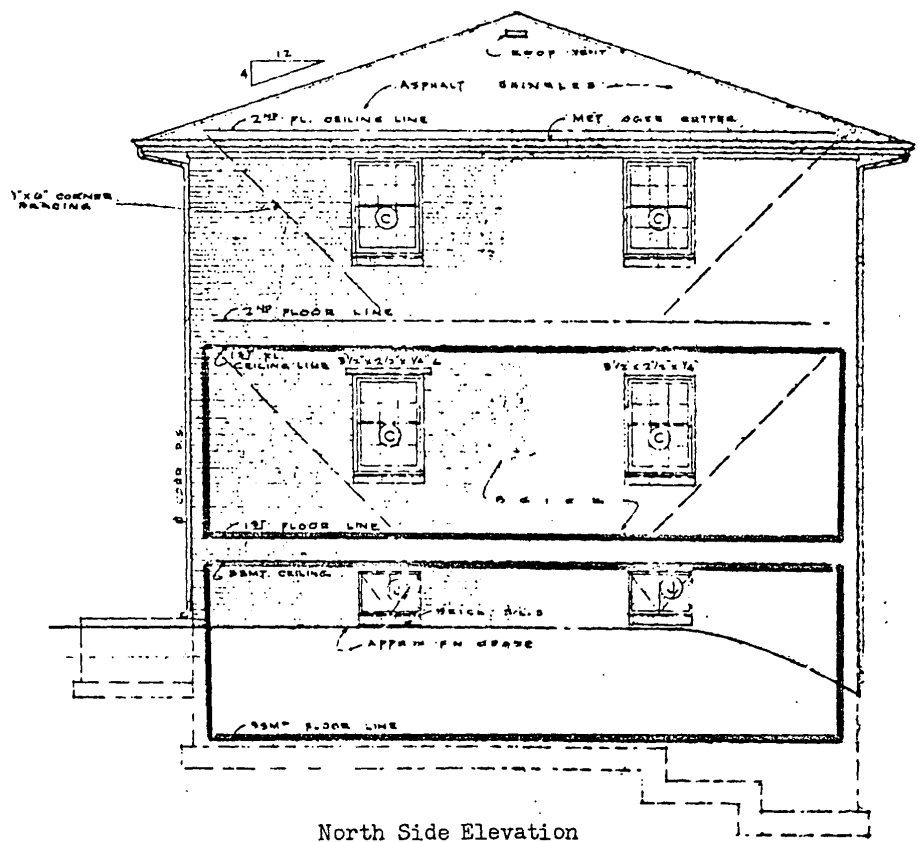
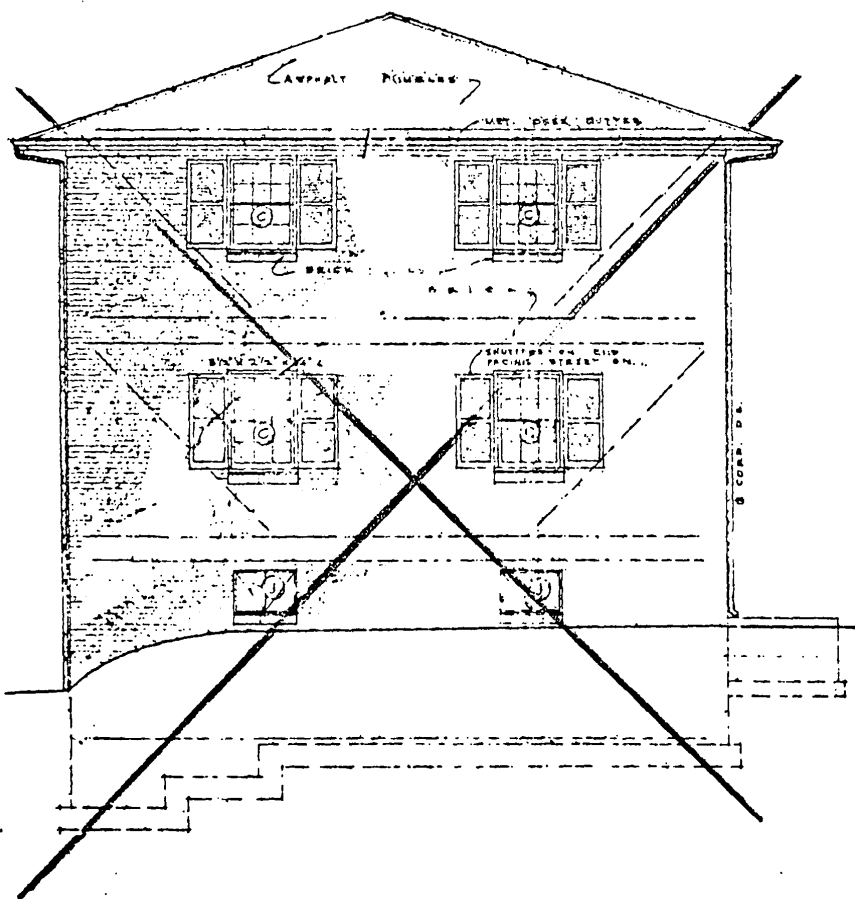
BOOK 1642 PAGE 382



Rear Elevation
Northerly Portion
Building "A"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9105-9
Sheet 6 of 7

POOR INSTRUMENT FILED



North Side Elevation
Building "A"

UNIT LOCATION PLANS

UNIT No. 9105-7

SUNSET VALLEY APARTMENTS-CONDOMINIUMS

SPONSOR :
ROBTON INC.

SALES AGENT
MAENNER CO.
10050 REGENCY CIRCLE

LEGEND: HEAVY LINE
INDICATES OUTLINE
OF UNIT

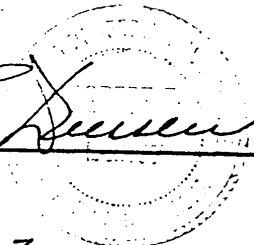


PREPARED BY:
THOMPSON, DREESEN & DORNER
10730 PACIFIC STREET
OMAHA, NEBRASKA 68114

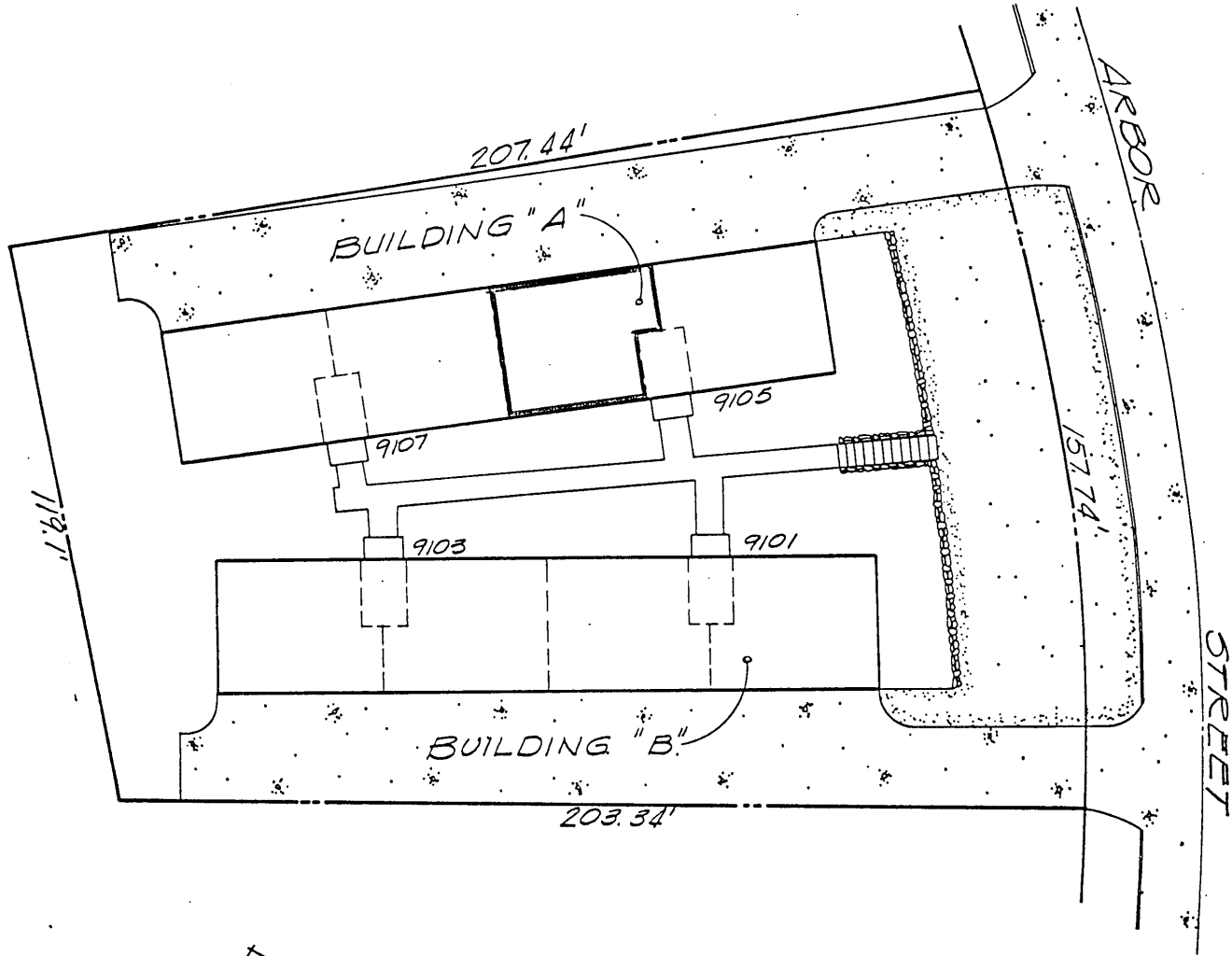
I, ROBERT E. DREESEN, A LICENSED
PROFESSIONAL ENGINEER OF THE
STATE OF NEBRASKA CERTIFY THAT
THESE PLANS REPRESENT UNIT No. 9105-7
OF THE SUNSET VALLEY APARTMENTS
CONDOMINIUMS.

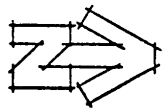
August 3, 1979
DATE

Robert E. Dreesen
ENGINEER



SHEET 1 OF 7

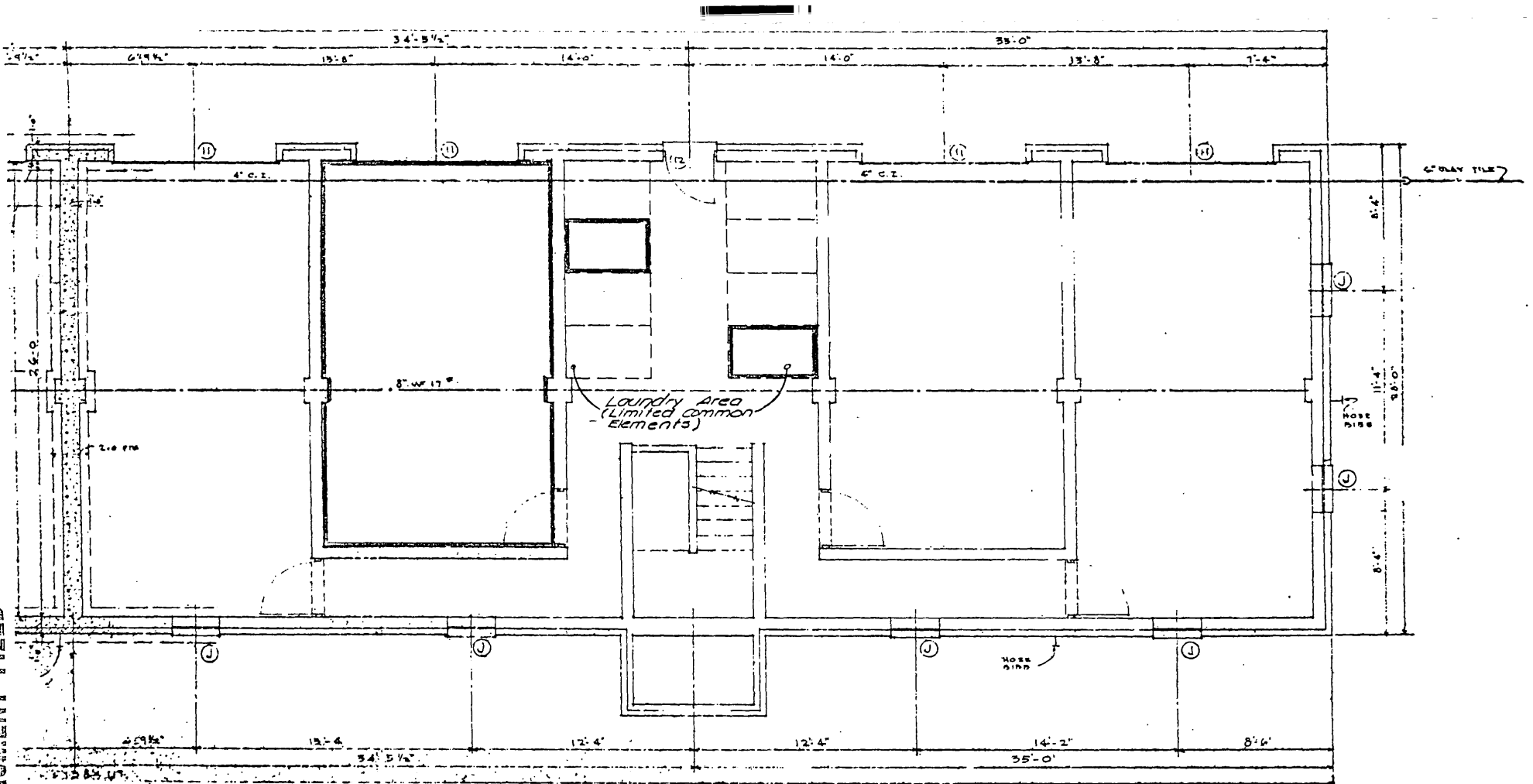


 LOCATION OF UNIT ON SITE

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9105-7
2ND Floor Level
Sheet 2 of 7

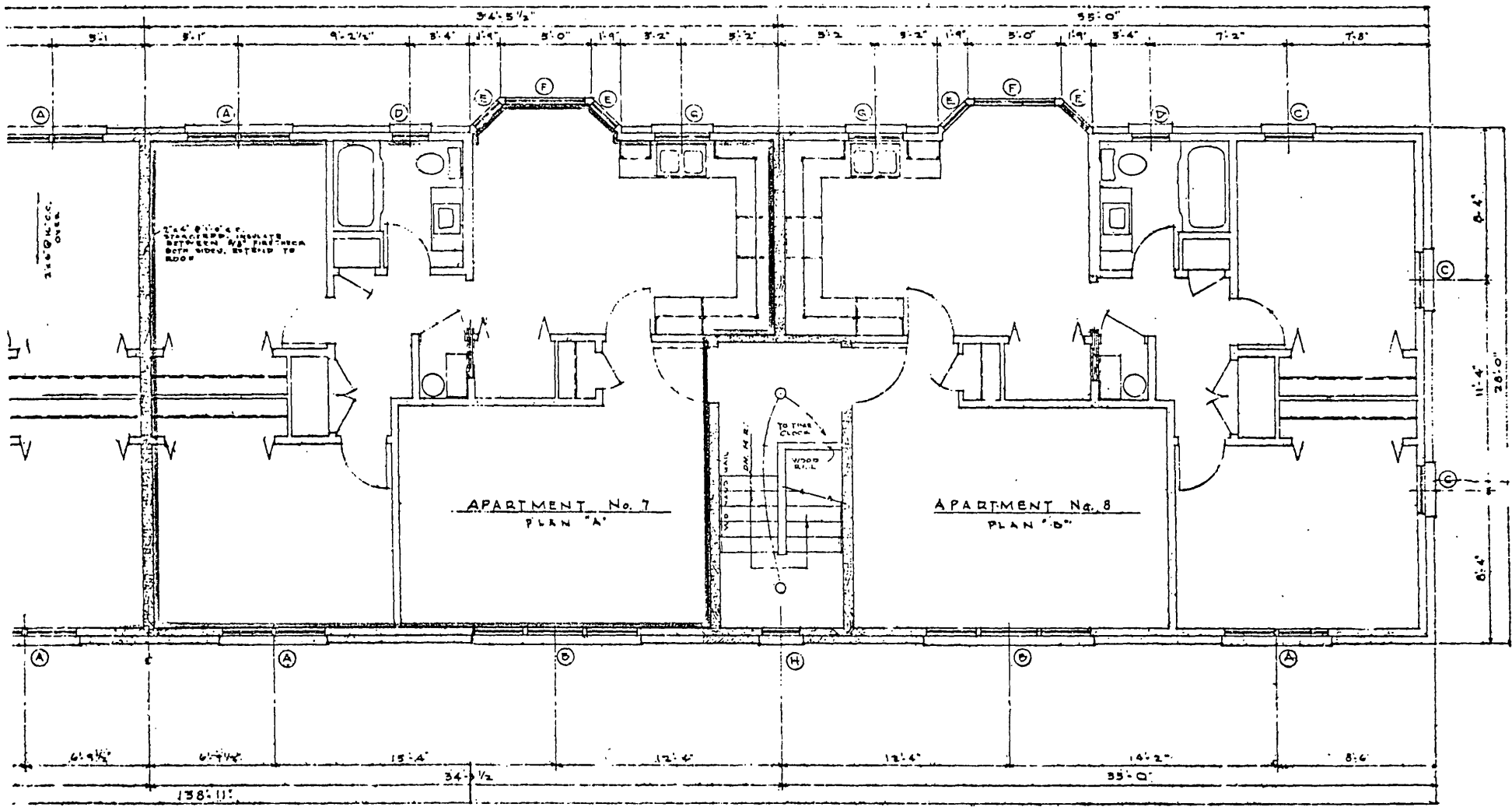
BOOK 1642 PAGE 386

POOR INSTRUMENT FILED



Basement Floor Plan
 Northerly Portion
 Building "A"

Sunset Valley Apartments
 Condominiums
 Unit Location Plan
 Unit No. 2105-7
 Sheet 3 of 7

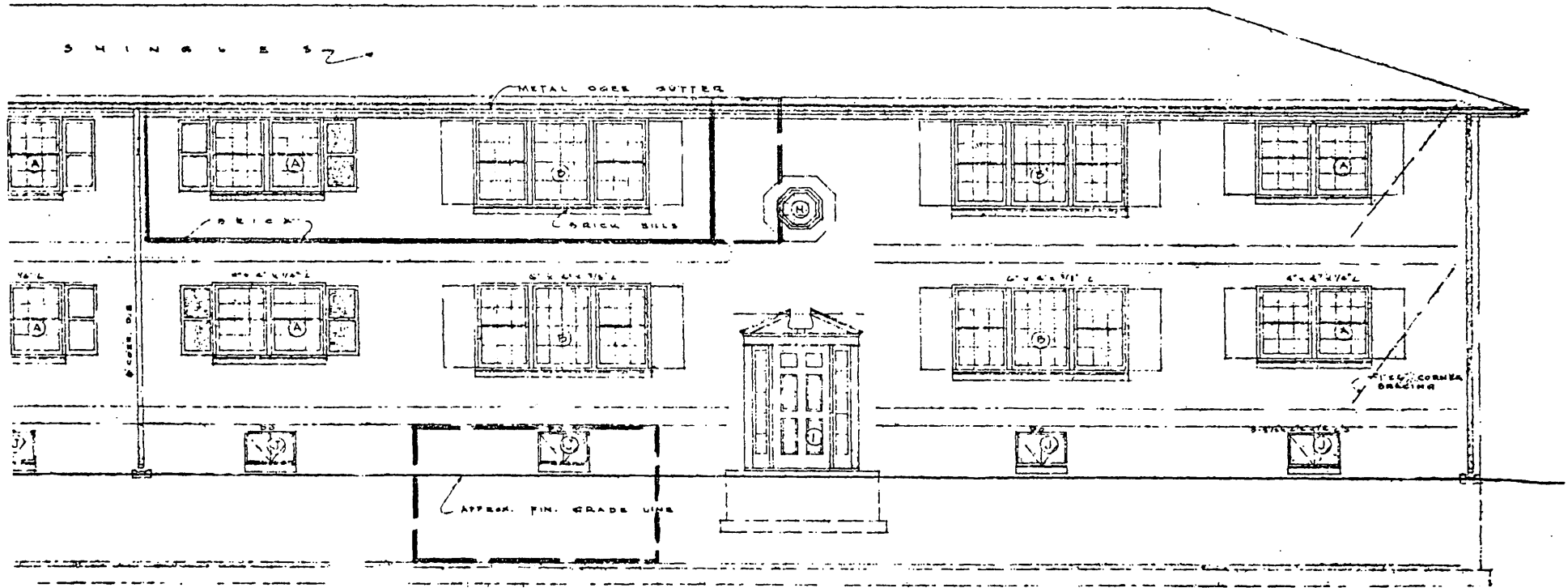


Second Floor Plan
Northerly Portion
Building "A"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9105-7
Sheet 4 of 7

BOOK 1642 PAGE 388

BOOK 1642 PAGE 388



Front Elevation
 Northerly Portion
 Building "A"

Sunset Valley Apartments
 Condominiums
 Unit Location Plan
 Unit No. 9105-Z
 Sheet 5 of 7

UNIT LOCATION PLANS

UNIT No. 9105-8

SUNSET VALLEY APARTMENTS-CONDOMINIUMS

SPONSOR :
ROBTON INC.

SALES AGENT
MAENNER CO.
10050 REGENCY CIRCLE

LEGEND: HEAVY LINE
INDICATES OUTLINE
OF UNIT

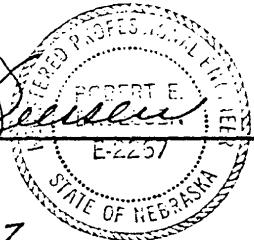


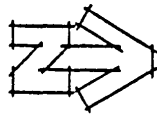
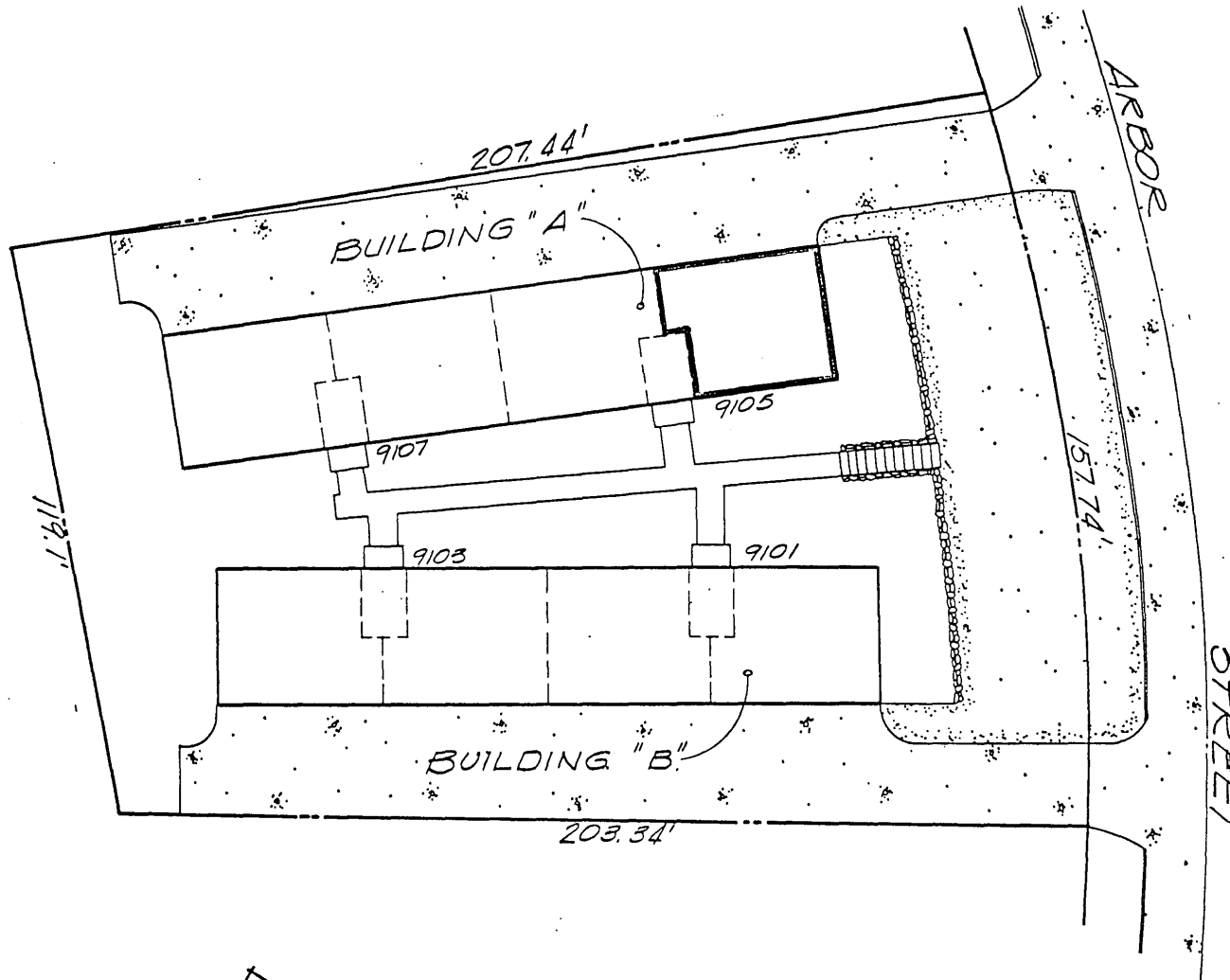
PREPARED BY:
THOMPSON, DREESSEN & DORNER
10730 PACIFIC STREET
OMAHA, NEBRASKA 68114

I, ROBERT E. DREESSEN, A LICENSED
PROFESSIONAL ENGINEER OF THE
STATE OF NEBRASKA CERTIFY THAT
THESE PLANS REPRESENT UNIT No. 9105-8
OF THE SUNSET VALLEY APARTMENTS
CONDOMINIUMS.

August 13, 1979
DATE

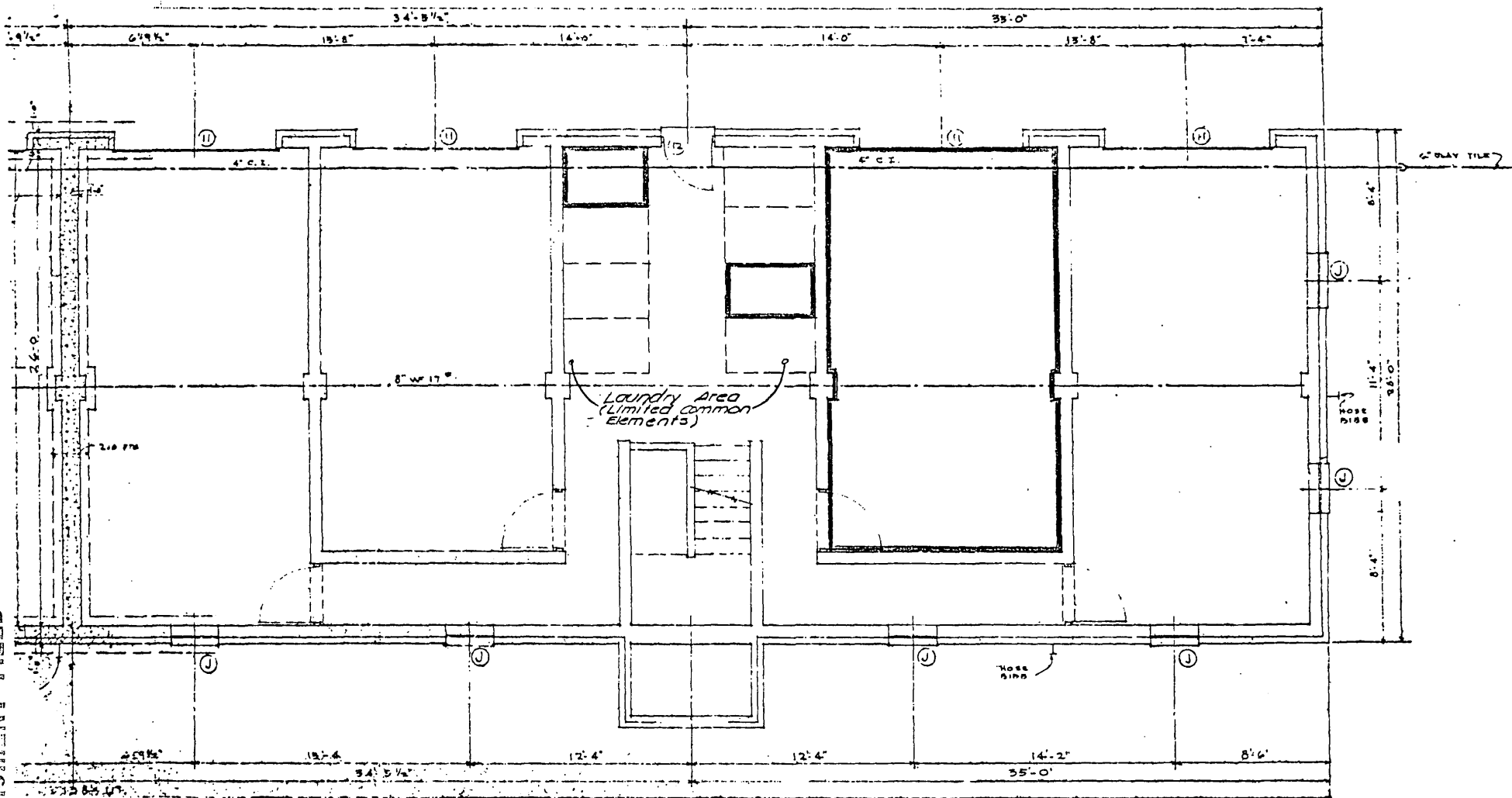
Robert E. Dreesen
ENGINEER





LOCATION OF UNIT ON SITE

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9105-B
2ND Floor Level
Sheet 2 of 7

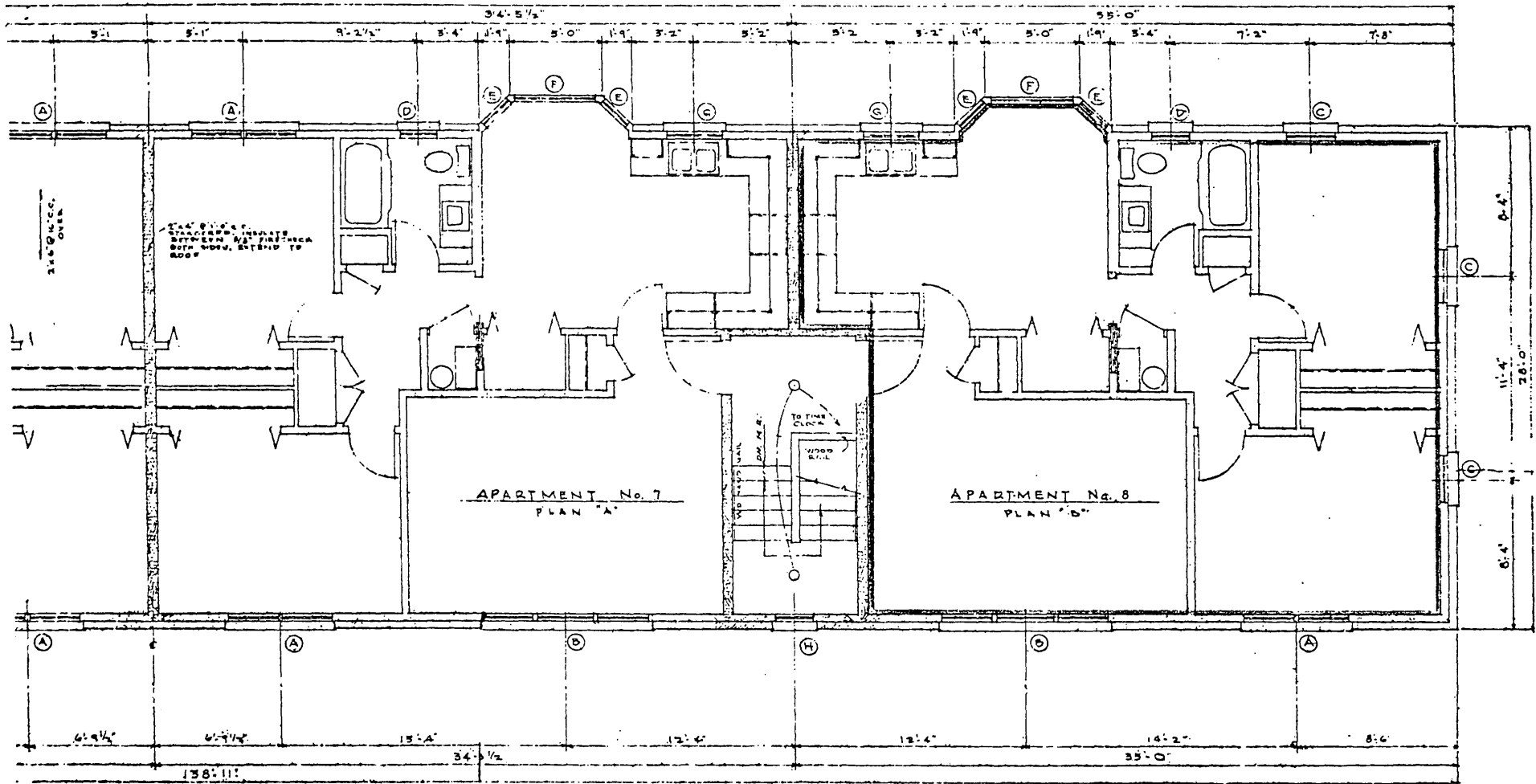


Basement Floor Plan
 Northerly Portion
 Building "A"

Sunset Valley Apartments
 Condominiums
 Unit Location Plan
 Unit No. 9105-B
 Sheet 3 of 7

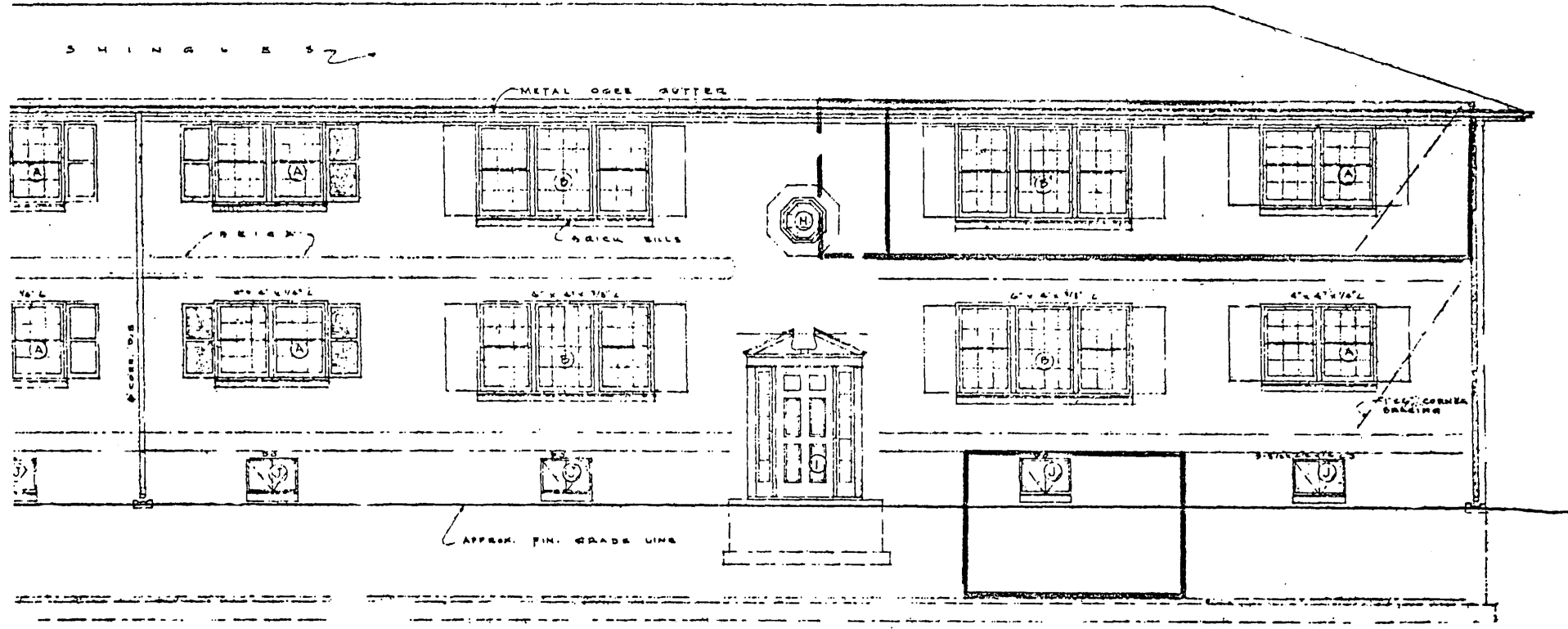
POOR INSTRUMENT FILED

BOOK 1642 PAGE 394



Second Floor Plan
Northerly Portion
Building "A"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 7105-E
Sheet 4 of 7

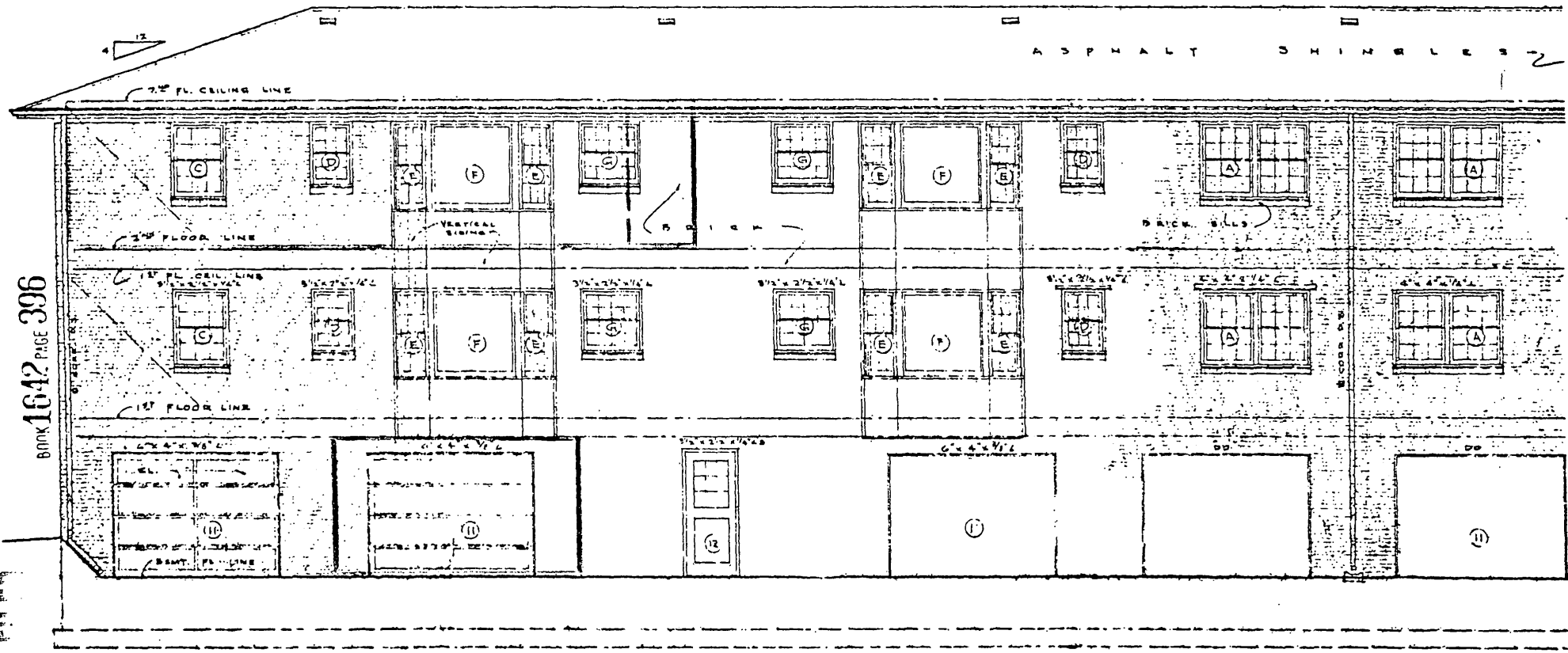


Front Elevation
Northerly Portion
Building "A"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9105-8
Sheet 5 of 7

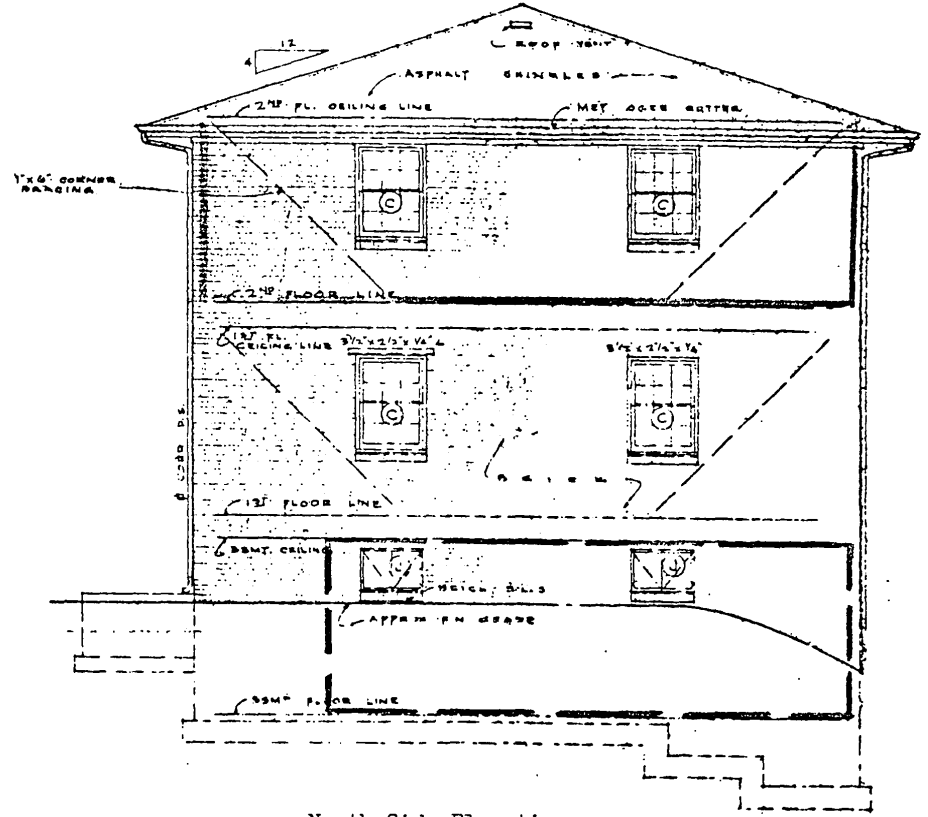
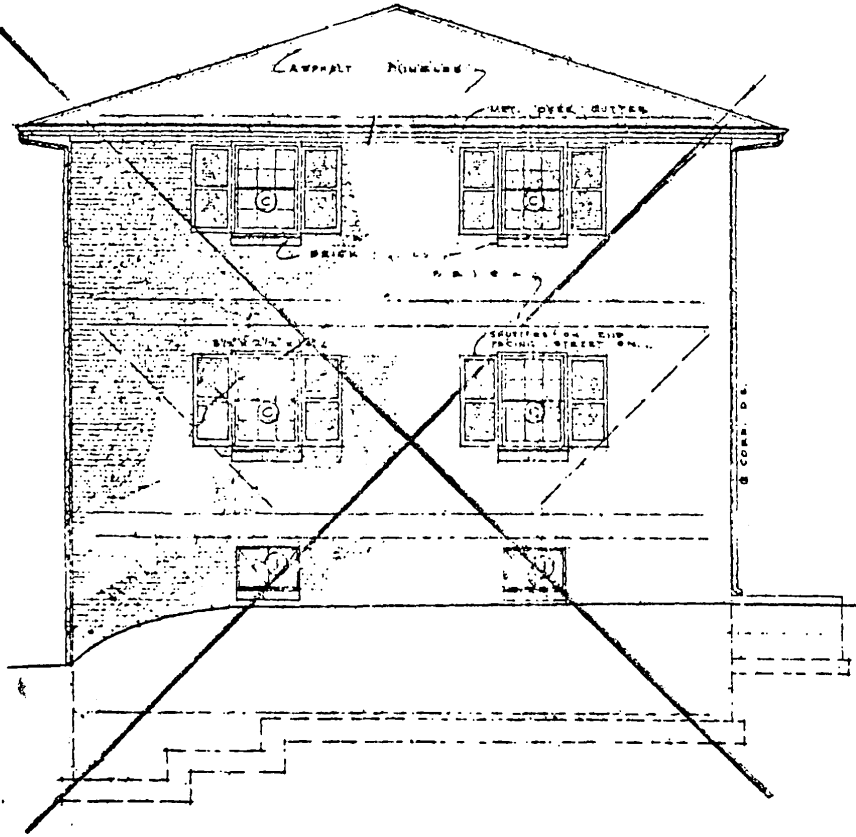
BOOK 1642 PAGE 396

POOR INSTRUMENT FILE



Rear Elevation
Northerly Portion
Building "A"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9105-B
Sheet 6 of 7



North Side Elevation
Building "A"

UNIT LOCATION PLANS

UNIT No. 9107-1

SUNSET VALLEY APARTMENTS-CONDOMINIUMS

SPONSOR :
ROBTON INC.

SALES AGENT
MAENNER CO.
10050 REGENCY CIRCLE

LEGEND: HEAVY LINE
INDICATES OUTLINE
OF UNIT



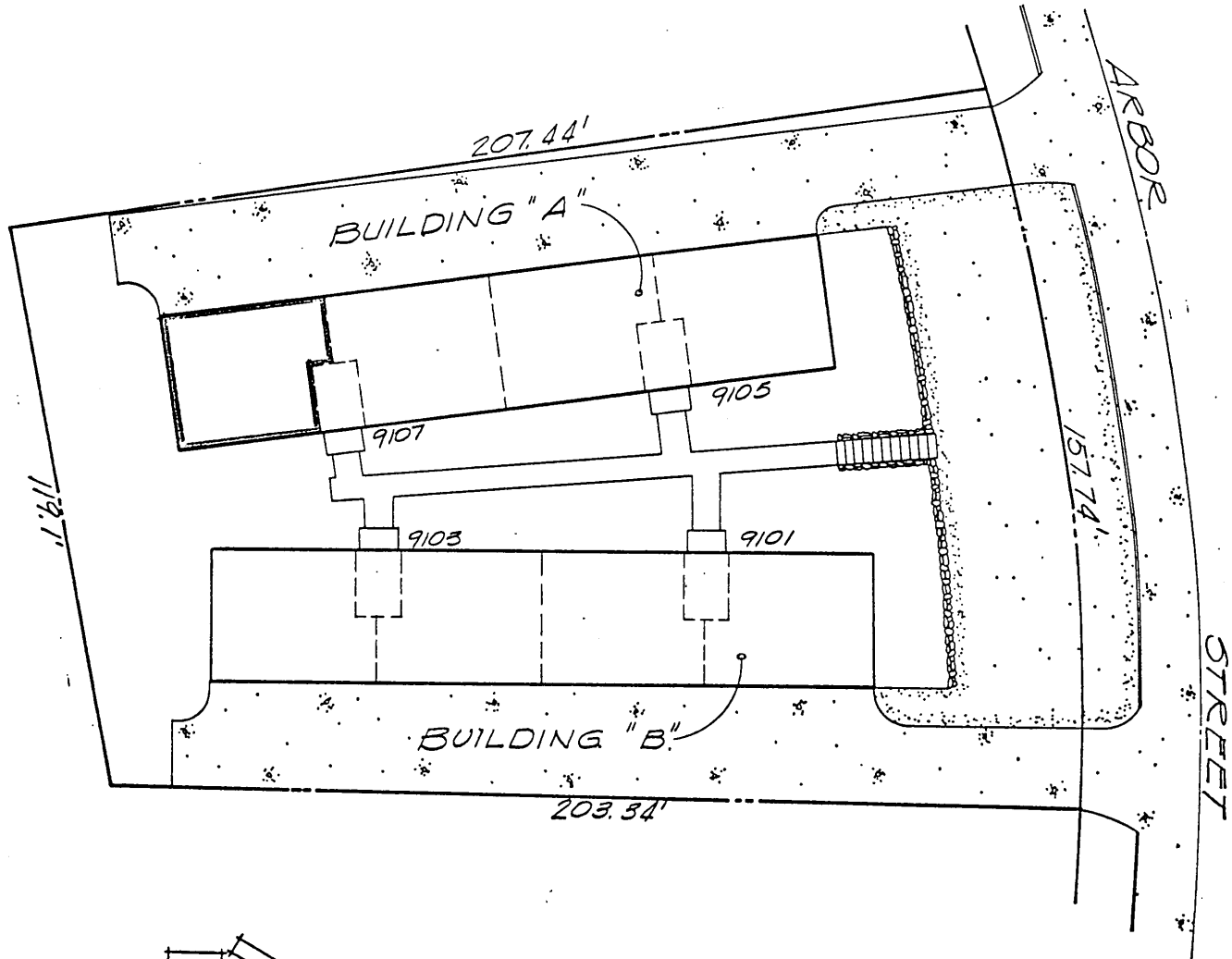
PREPARED BY:
THOMPSON, DREESSEN & DORNER
10730 PACIFIC STREET
OMAHA, NEBRASKA 68114

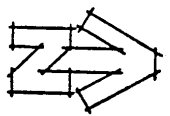
I, ROBERT E. DREESSEN, A LICENSED
PROFESSIONAL ENGINEER OF THE
STATE OF NEBRASKA CERTIFY THAT
THESE PLANS REPRESENT UNIT No. 9107-1
OF THE SUNSET VALLEY APARTMENTS
CONDOMINIUMS.

August 3, 1979
DATE

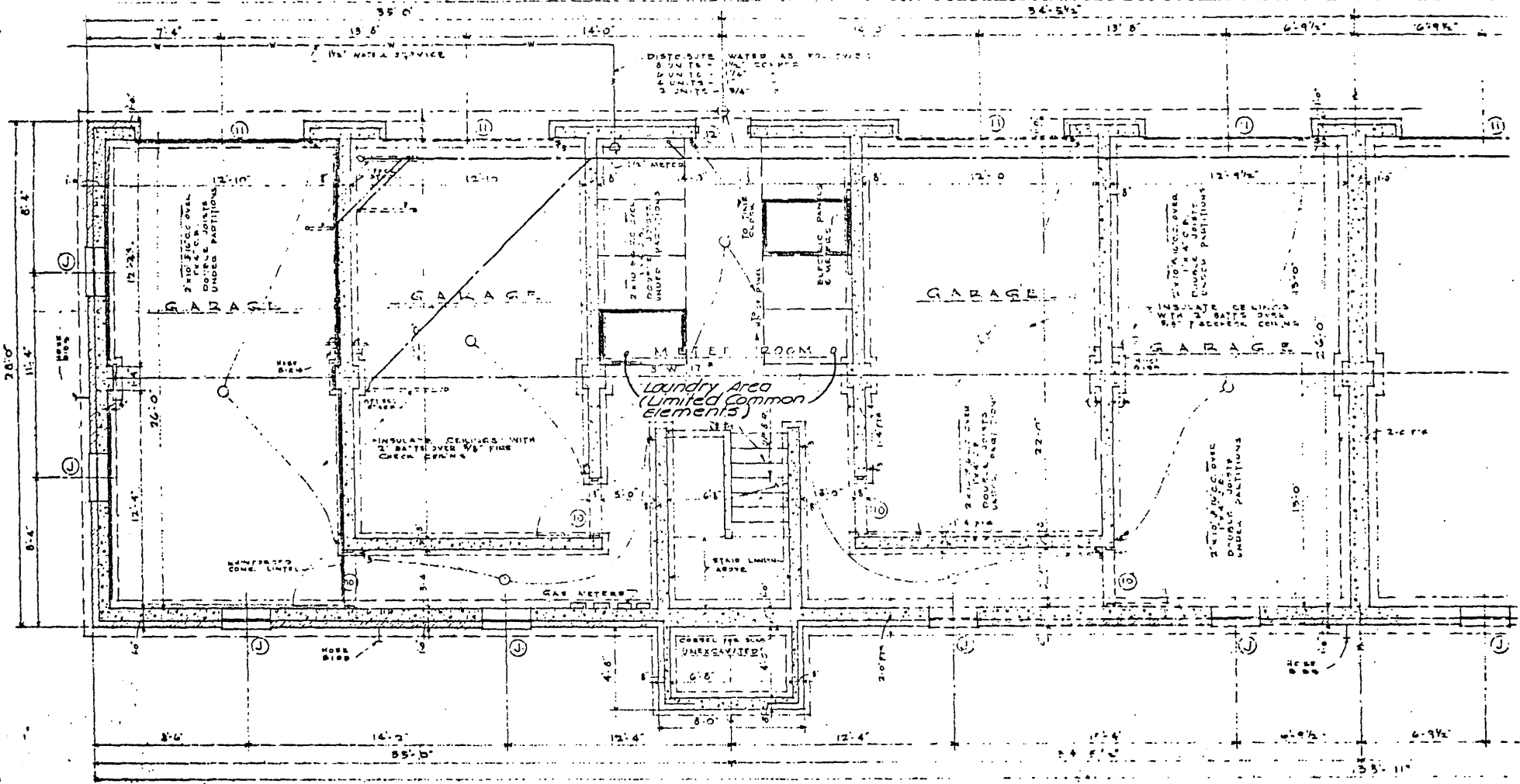
Robert E. Dreesen
ENGINEER





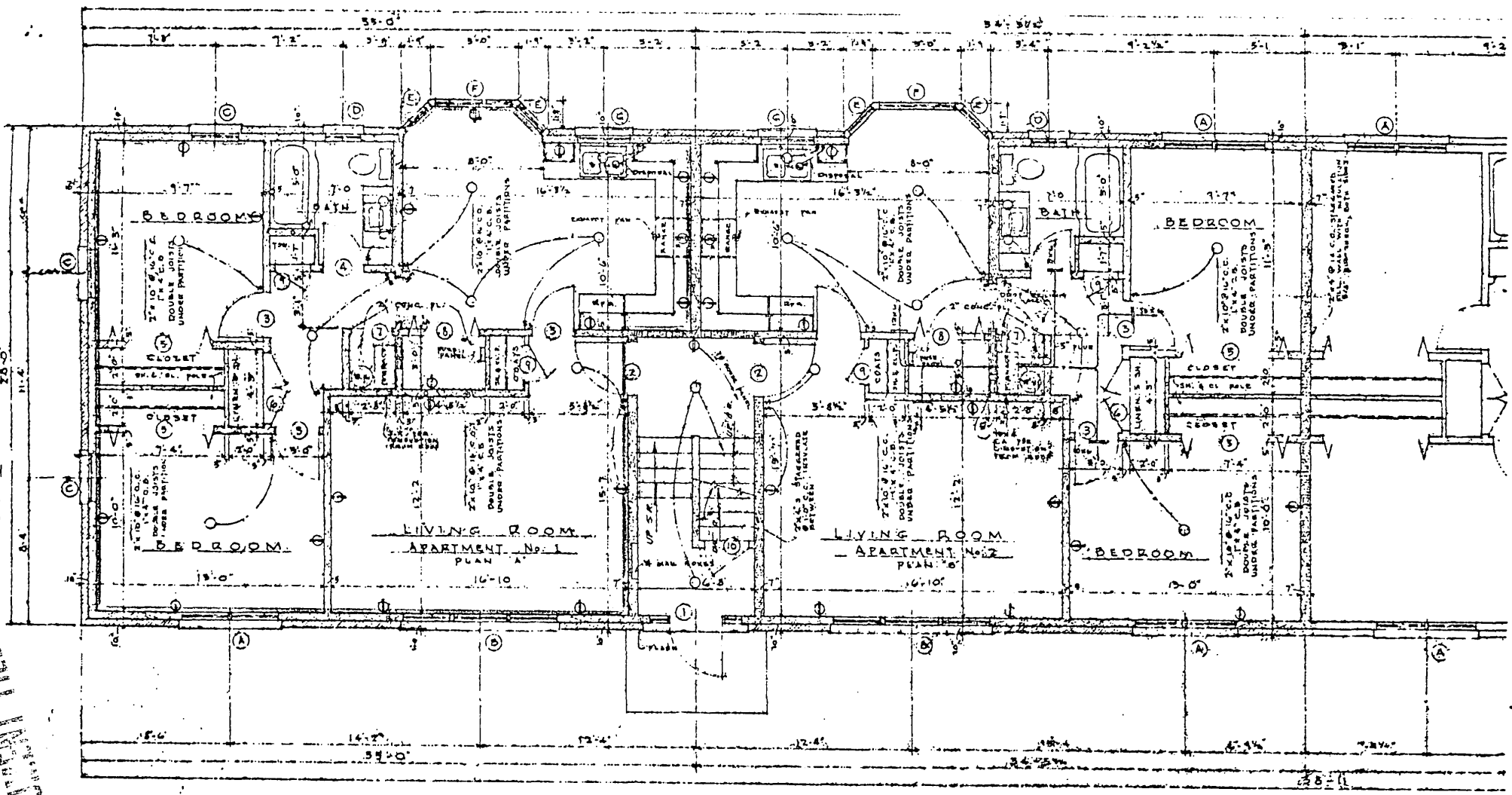
 LOCATION OF UNIT ON SITE

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9107-1
1ST Floor Level
Sheet 2 of 7



Basement Floor Plan
 Southerly Portion
 Building "A"

POOR INSTRUMENT

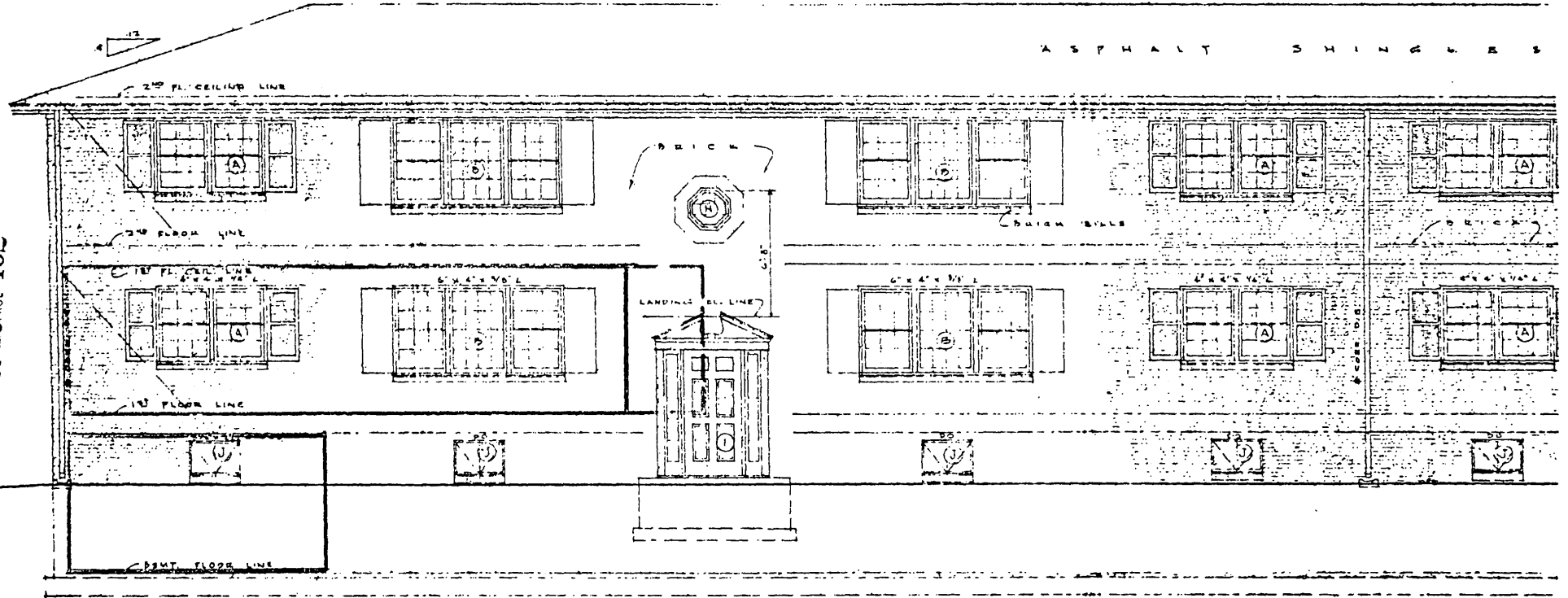


First Floor Plan
 Southerly Portion
 Building "A"

Sunset Valley Apartments
 Condominiums
 Unit Location Plan
 Unit No. 9107-1
 Sheet 4 of 7

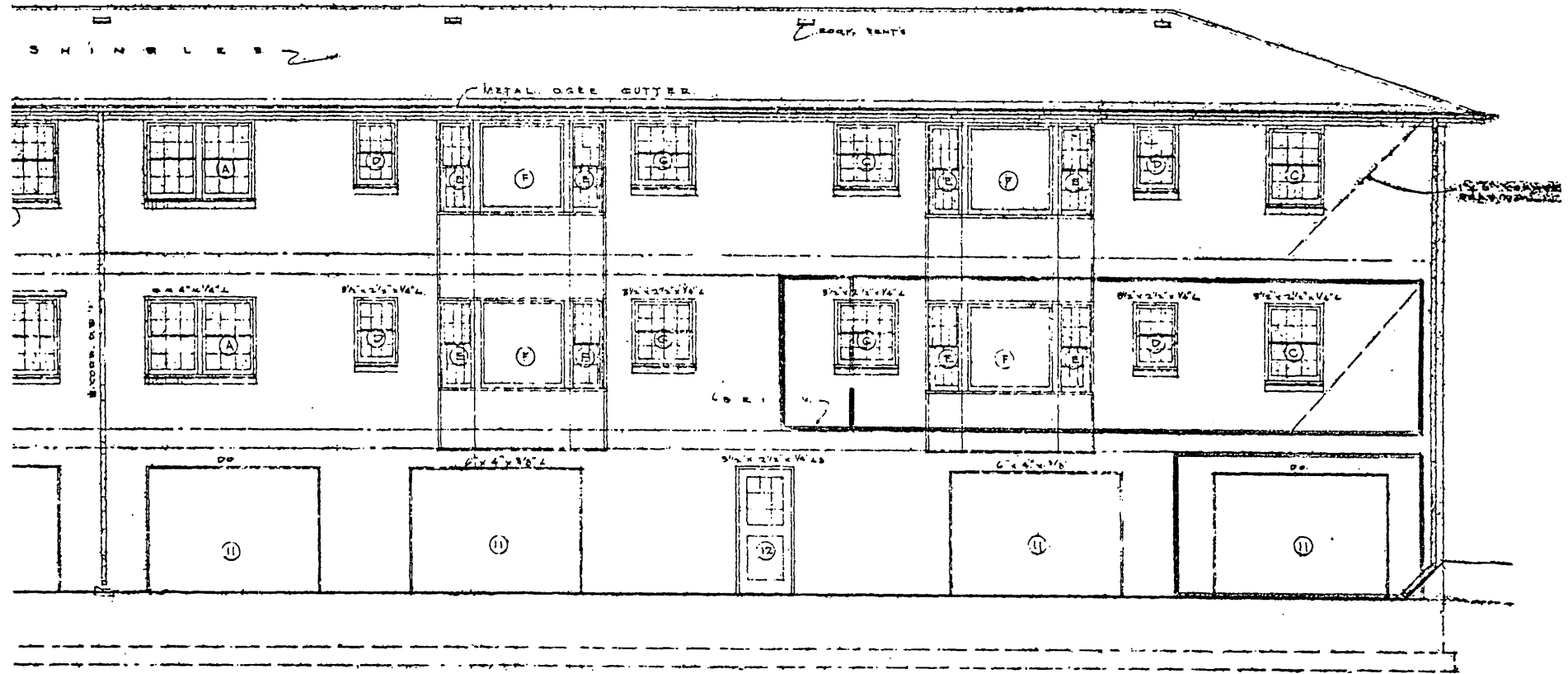
BOOK 1642 PAGE 402

PLANNING DEPARTMENT



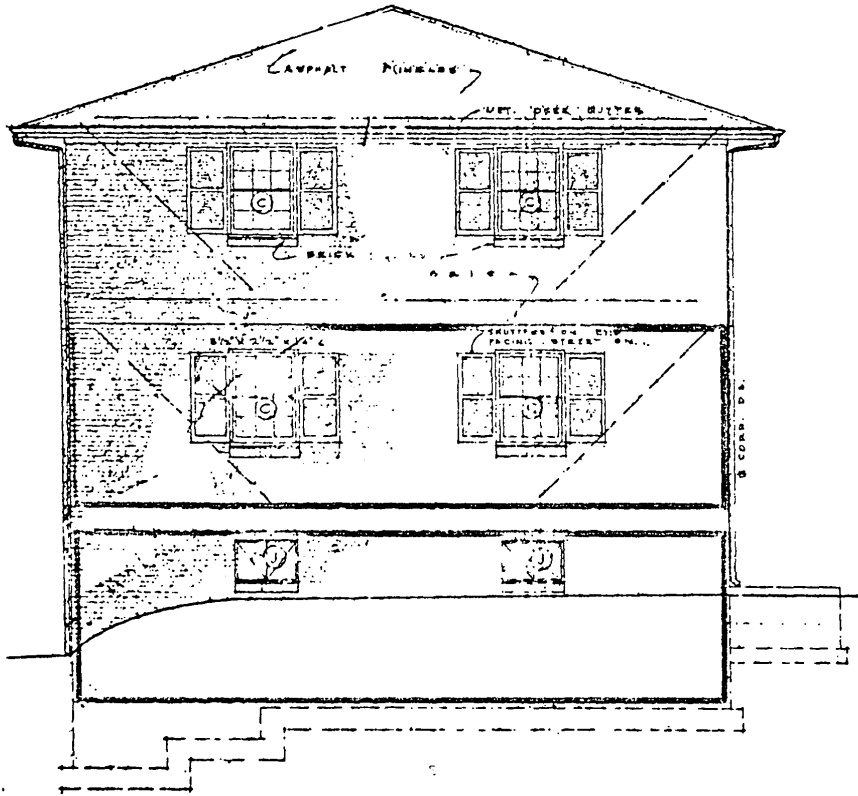
Front Elevation
Southerly Portion
Building "A"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9107-1
Sheet 5 of 7

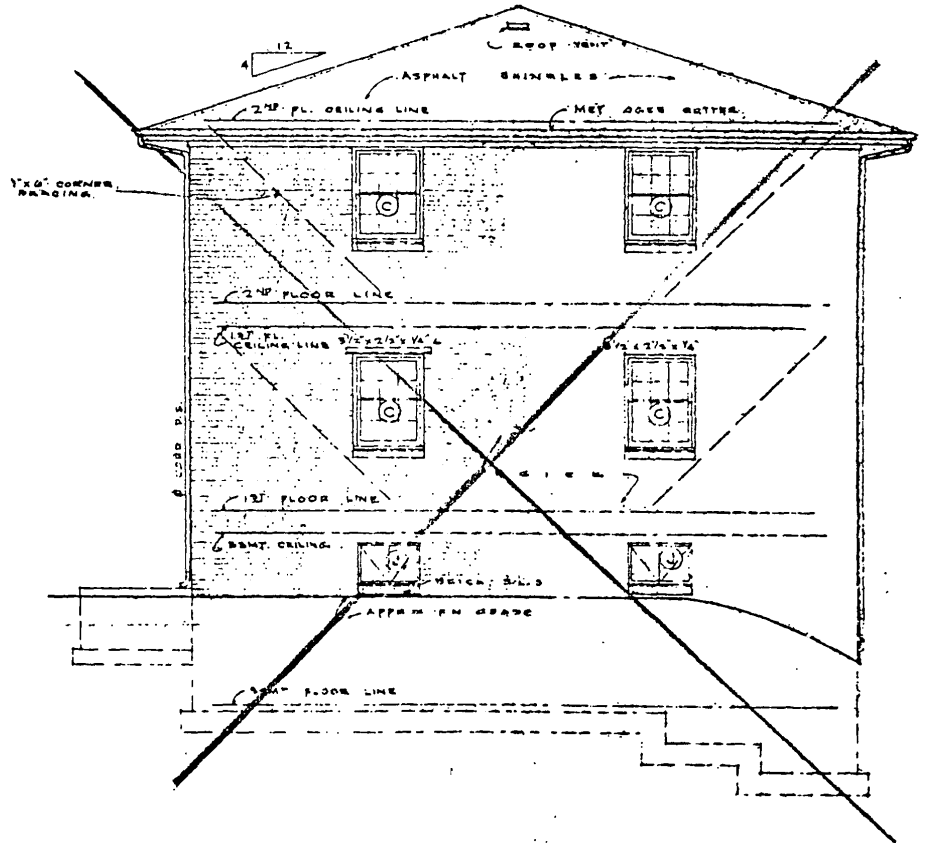


Rear Elevation
Southerly Portion
Building "A"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9107-1
Sheet 6 of 7



South Side Elevation
Building "A"



Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9107-1
Sheet 7 of 7

UNIT LOCATION PLANS

UNIT No. 9107-2

SUNSET VALLEY APARTMENTS-CONDOMINIUMS

SPONSOR :
ROBTON INC.

SALES AGENT
MAENNER CO.
10050 REGENCY CIRCLE

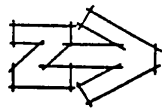
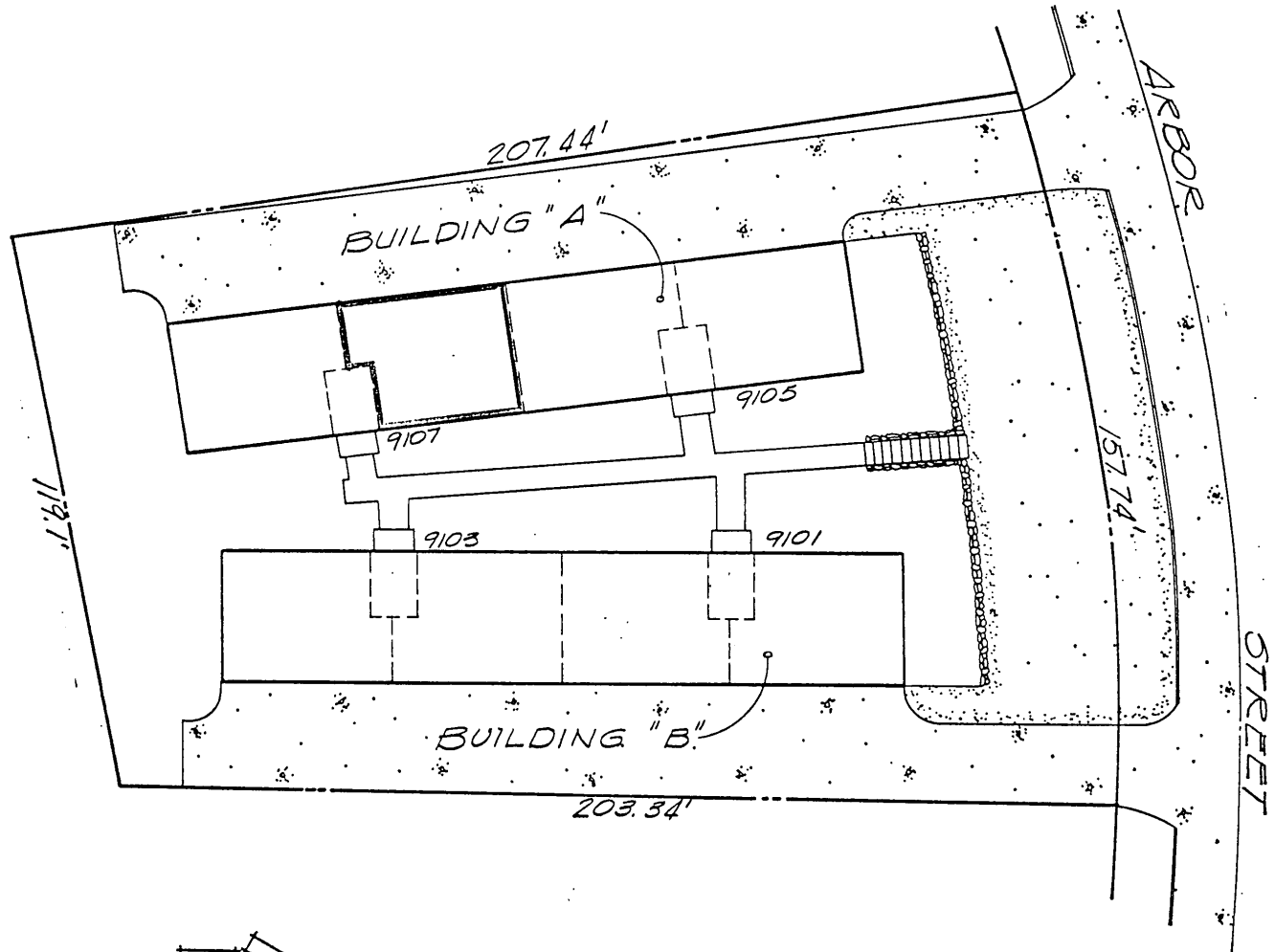
LEGEND: HEAVY LINE
INDICATES OUTLINE
OF UNIT



PREPARED BY:
THOMPSON, DREESSEN & DORNER
10730 PACIFIC STREET
OMAHA, NEBRASKA 68114

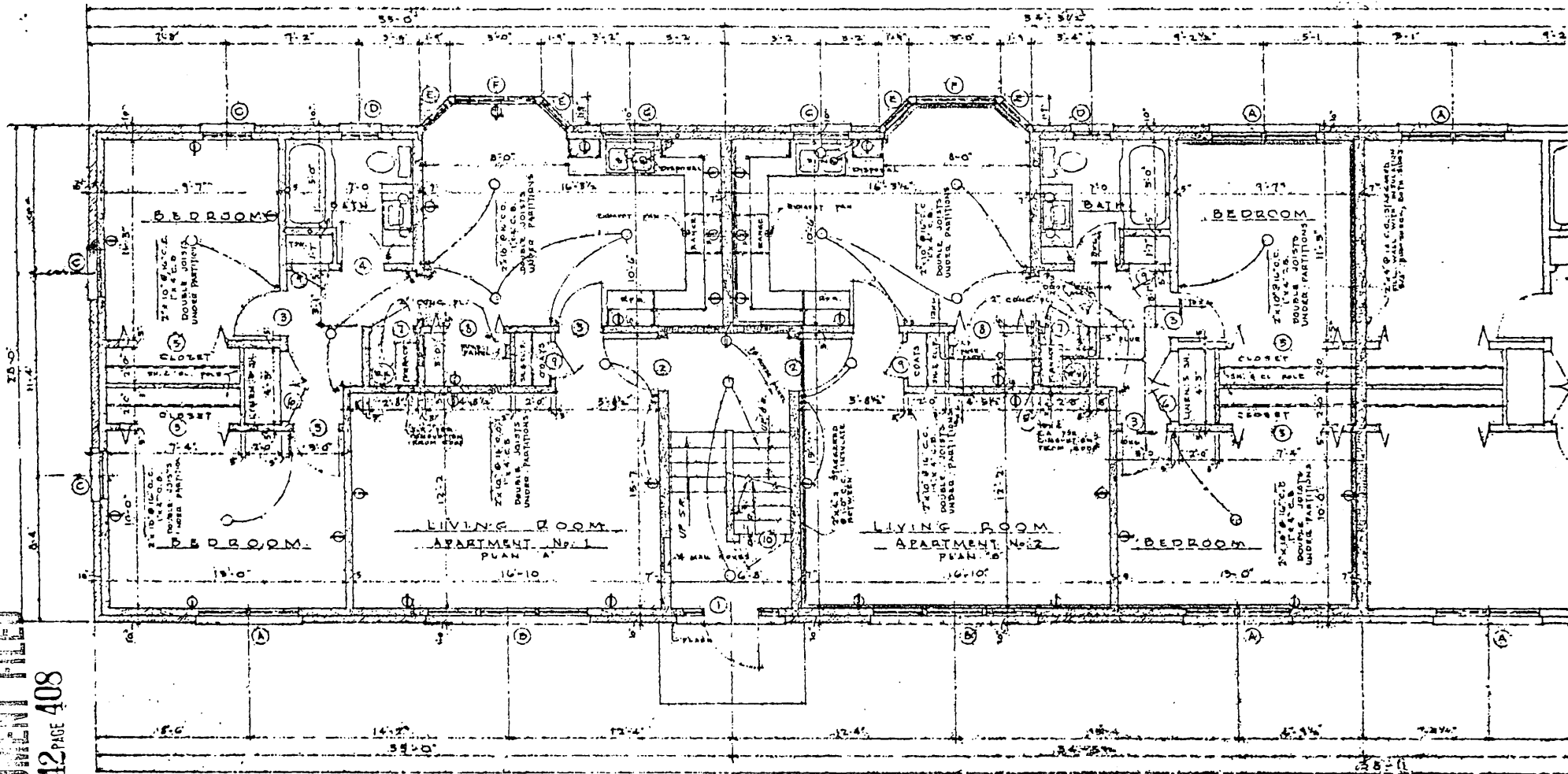
I, ROBERT E. DREESSEN, A LICENSED
PROFESSIONAL ENGINEER OF THE
STATE OF NEBRASKA CERTIFY THAT
THESE PLANS REPRESENT UNIT No. 9107-2
OF THE SUNSET VALLEY APARTMENTS
CONDOMINIUMS.

August 13, 1979 Robert E. Dreesen
DATE ENGINEER



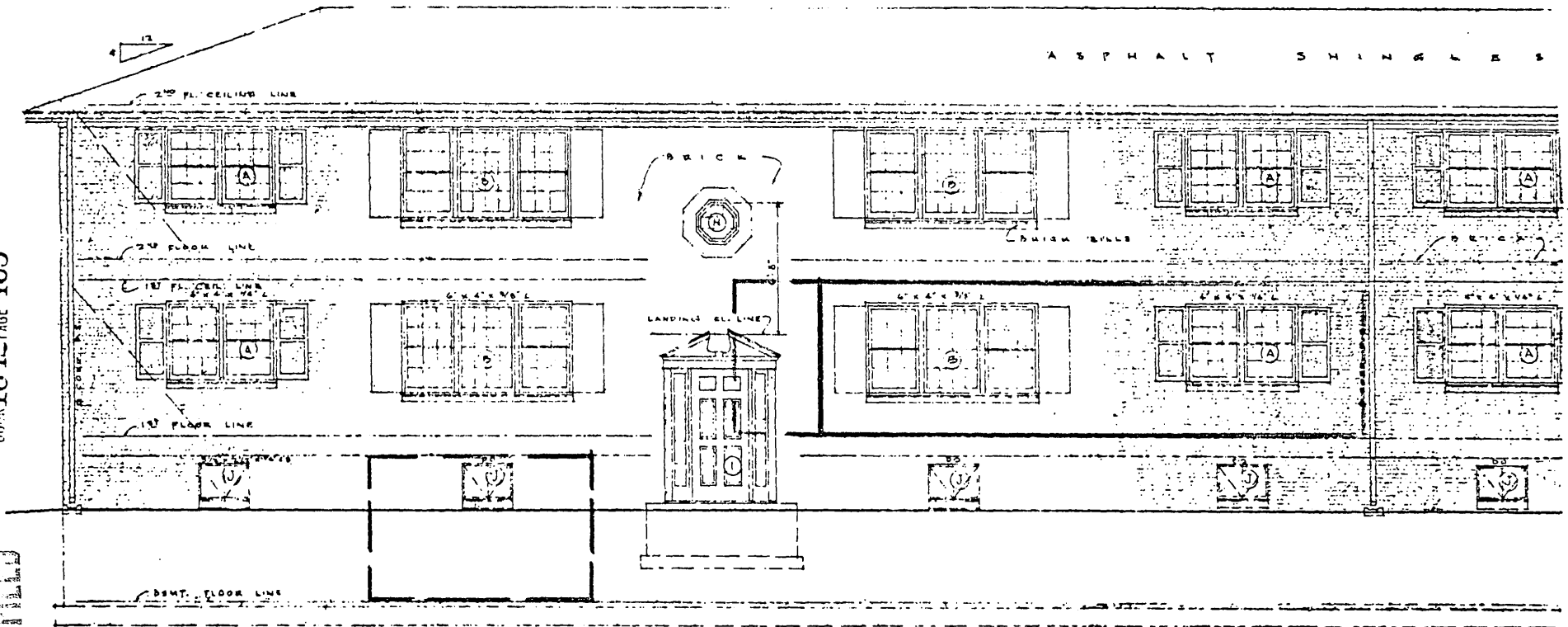
LOCATION OF UNIT ON SITE

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9107-2
1st Floor Level
Sheet 2 of 7



First Floor Plan
Southerly Portion
Building "A"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9107-2
Sheet 4 of 7

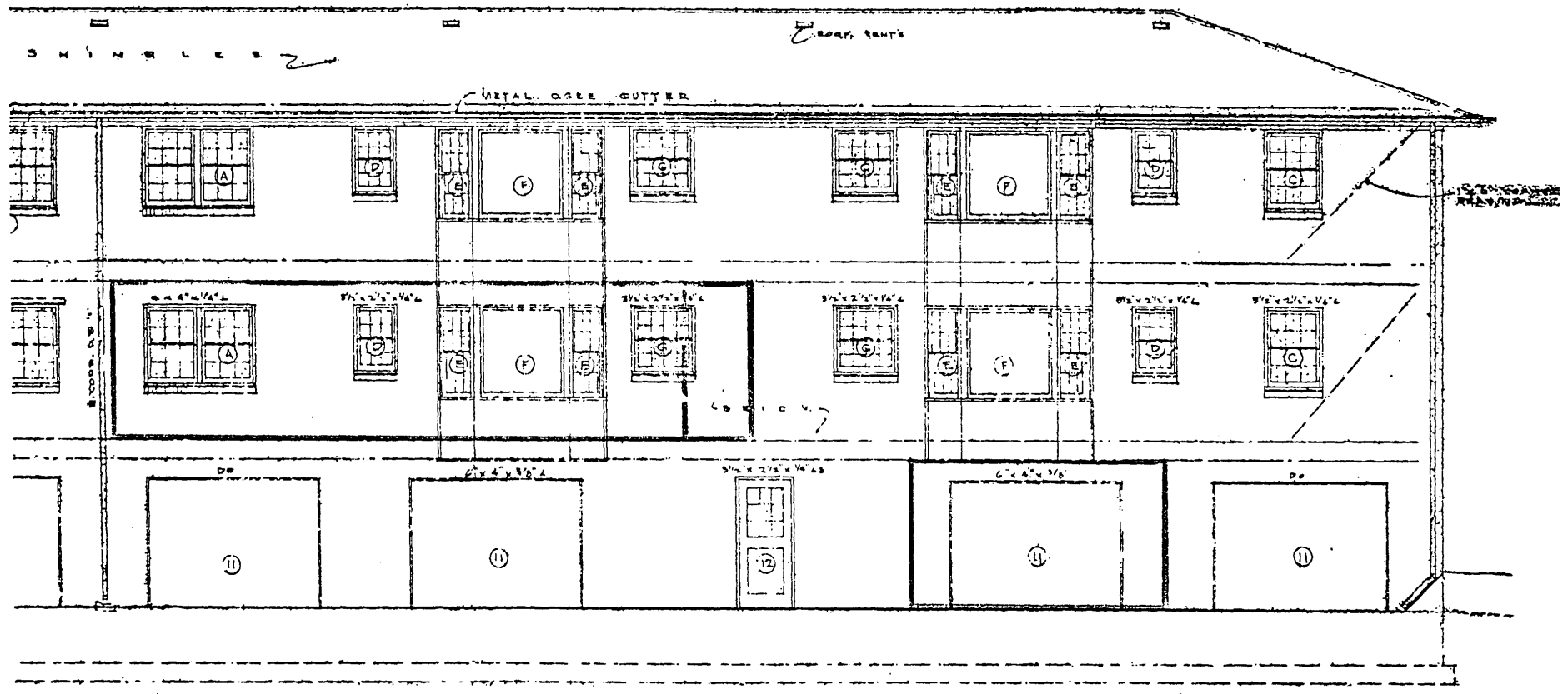


Front Elevation
Southerly Portion
Building "A"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9107-2
Sheet 5 of 7

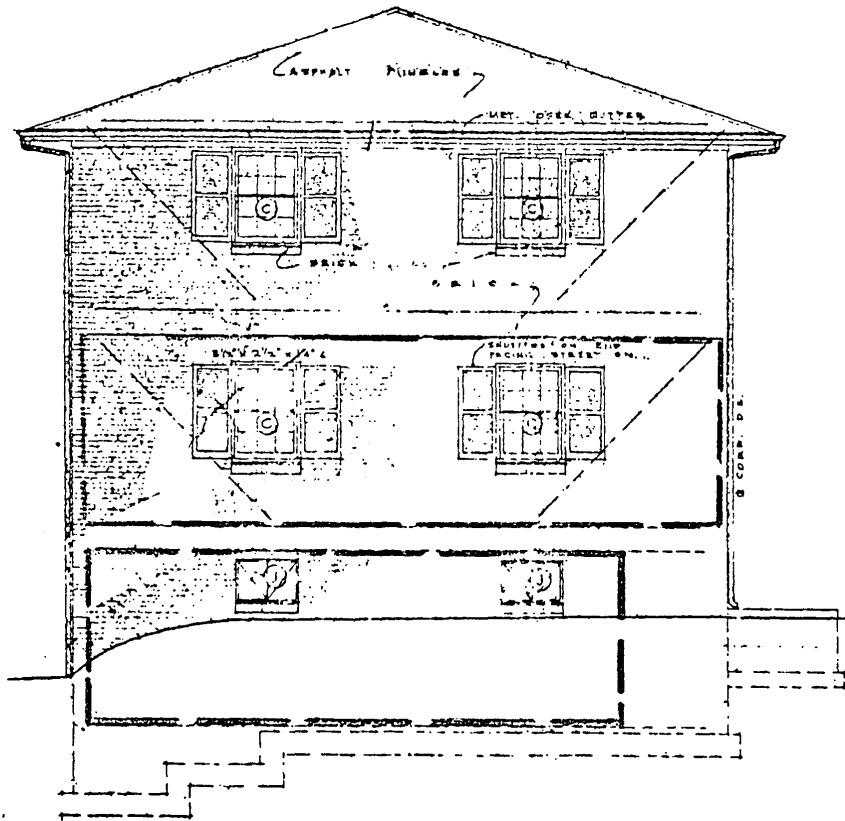
BOOK INSTRUMENT FILED

BOOK 1842 PAGE 410

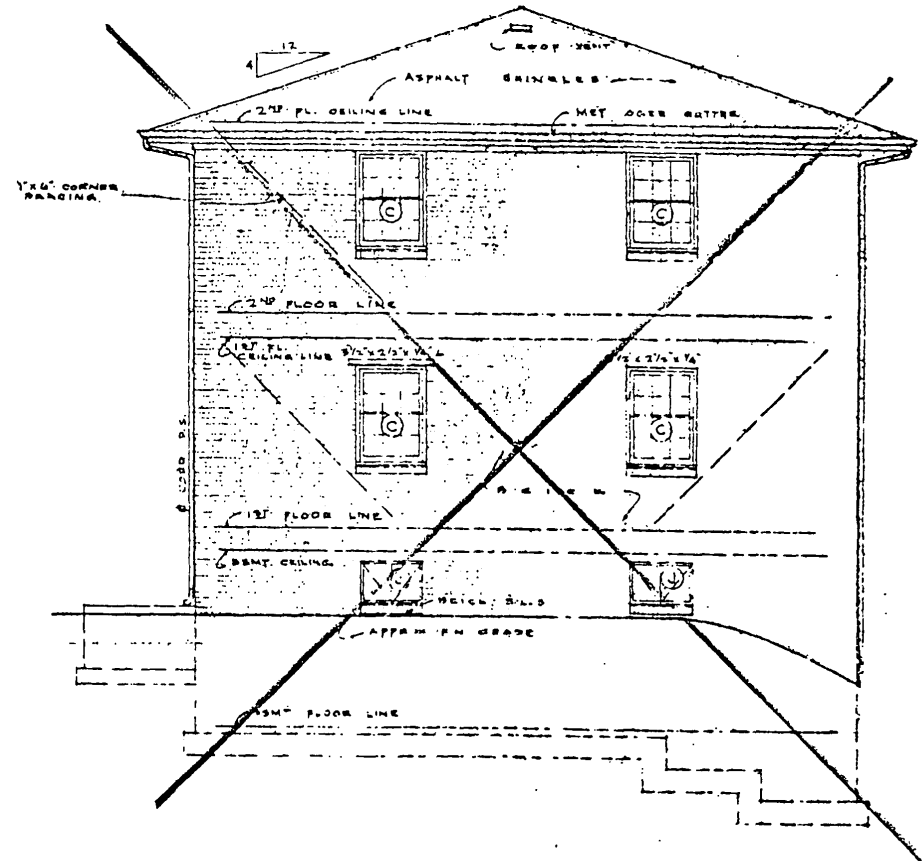


Rear Elevation
Southerly Portion
Building "A"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9107-2
Sheet 6 of 7



South Side Elevation
Building "A"



Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9107-2
Sheet 7 of 7

UNIT LOCATION PLANS

UNIT No. 9107-5

SUNSET VALLEY APARTMENTS-CONDOMINIUMS

SPONSOR :
ROBTON INC.

SALES AGENT
MAENNER CO.
10050 REGENCY CIRCLE

LEGEND: HEAVY LINE
INDICATES OUTLINE
OF UNIT

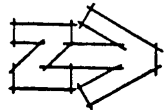
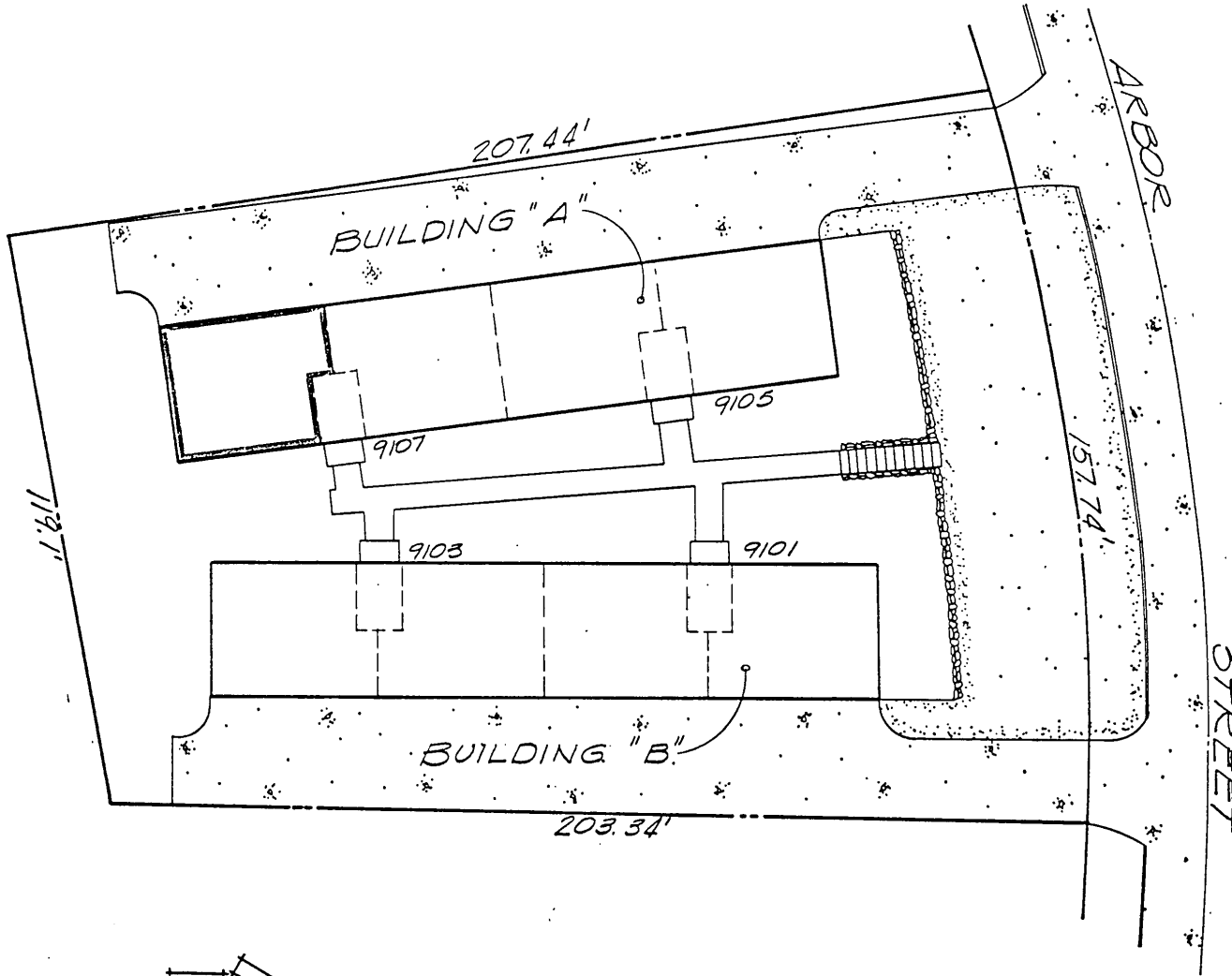


PREPARED BY:
THOMPSON, DREESSEN & DORNER
10730 PACIFIC STREET
OMAHA, NEBRASKA 68114

I, ROBERT E. DREESSEN, A LICENSED
PROFESSIONAL ENGINEER OF THE
STATE OF NEBRASKA CERTIFY THAT
THESE PLANS REPRESENT UNIT No. 9107-5
OF THE SUNSET VALLEY APARTMENTS
CONDOMINIUMS.

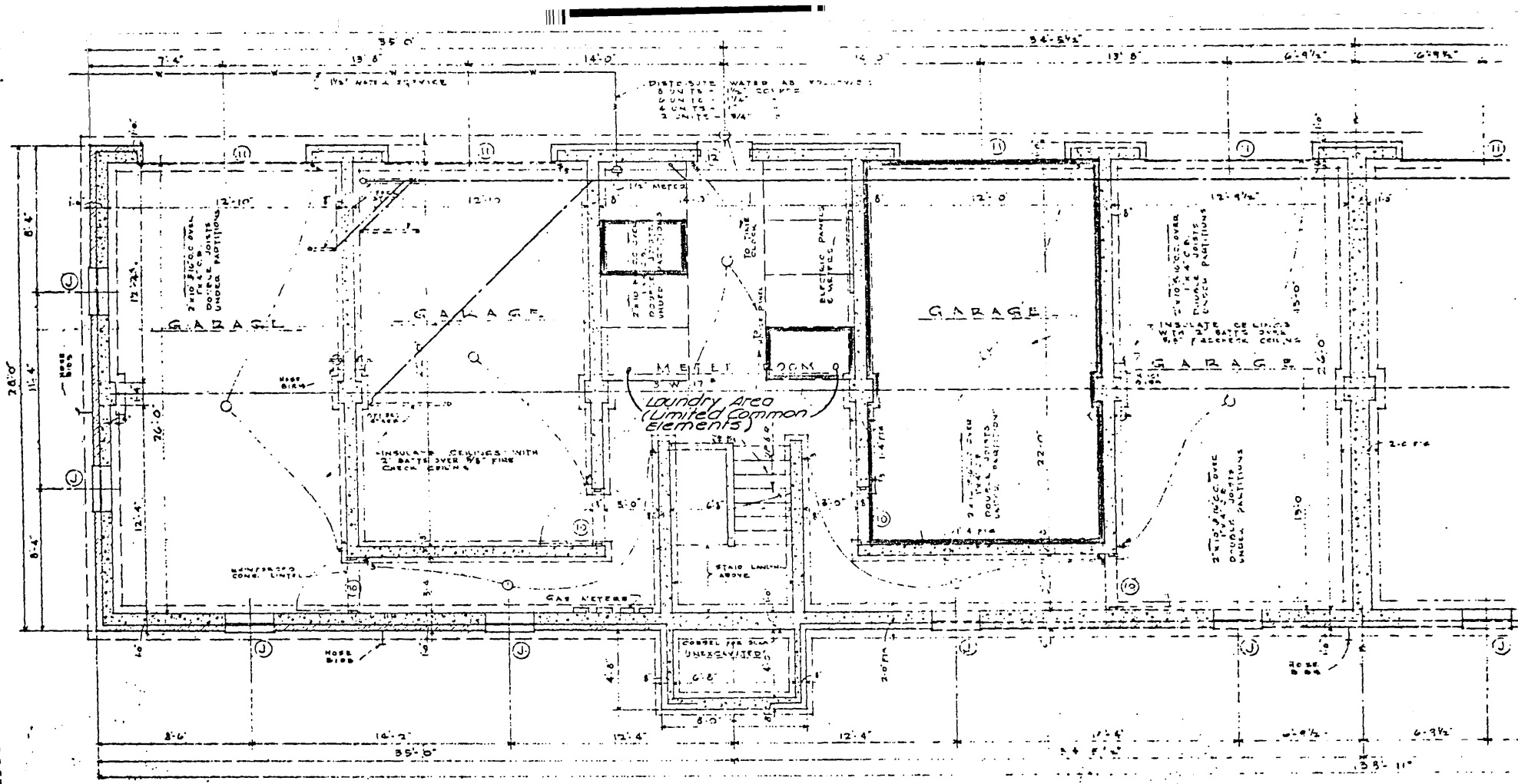
August 13, 1979
DATE


ENGINEER



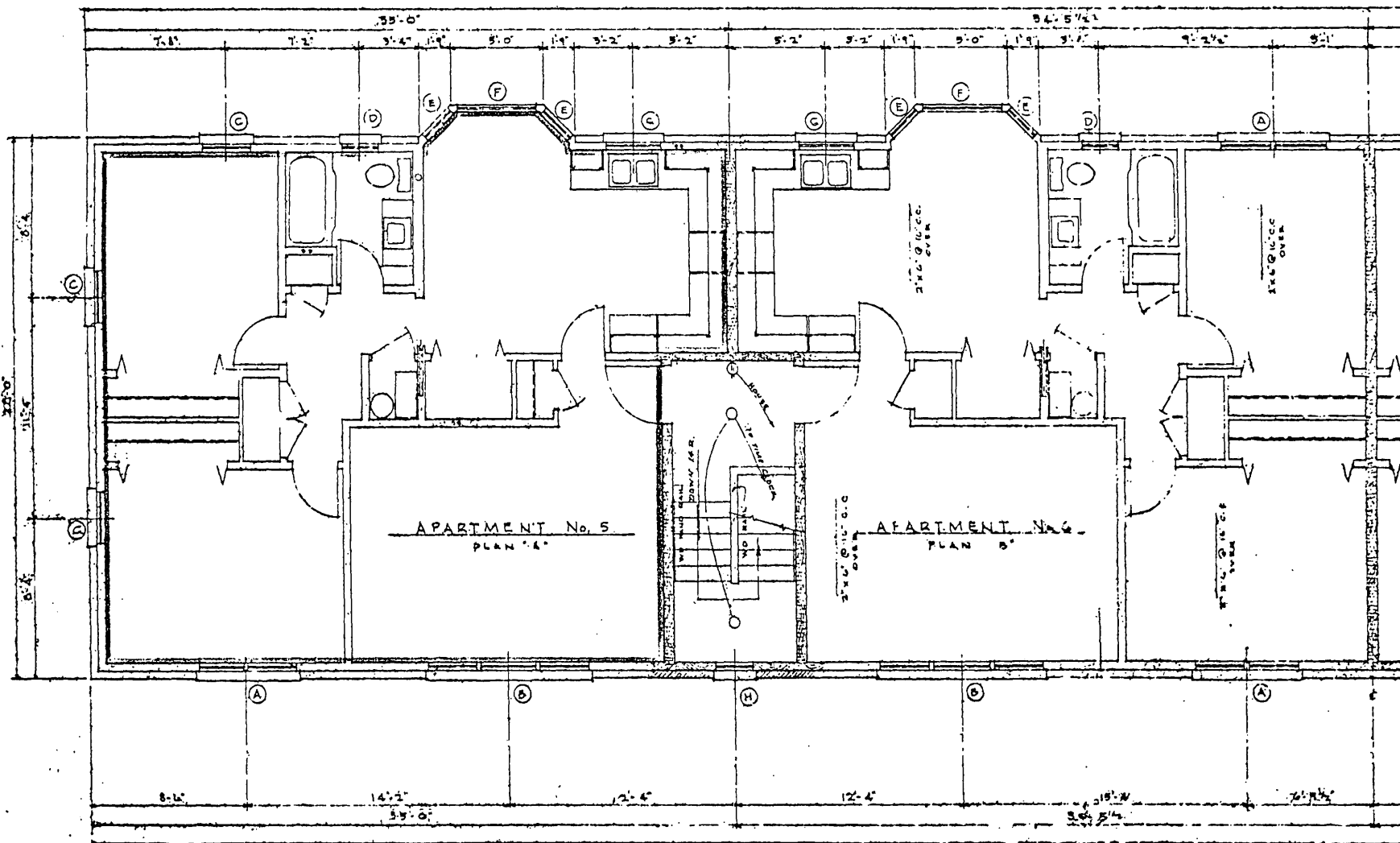
LOCATION OF UNIT ON SITE

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9107-5
2nd Floor Level
Sheet 2 of 7



Basement Floor Plan
 Southerly Portion
 Building "A"

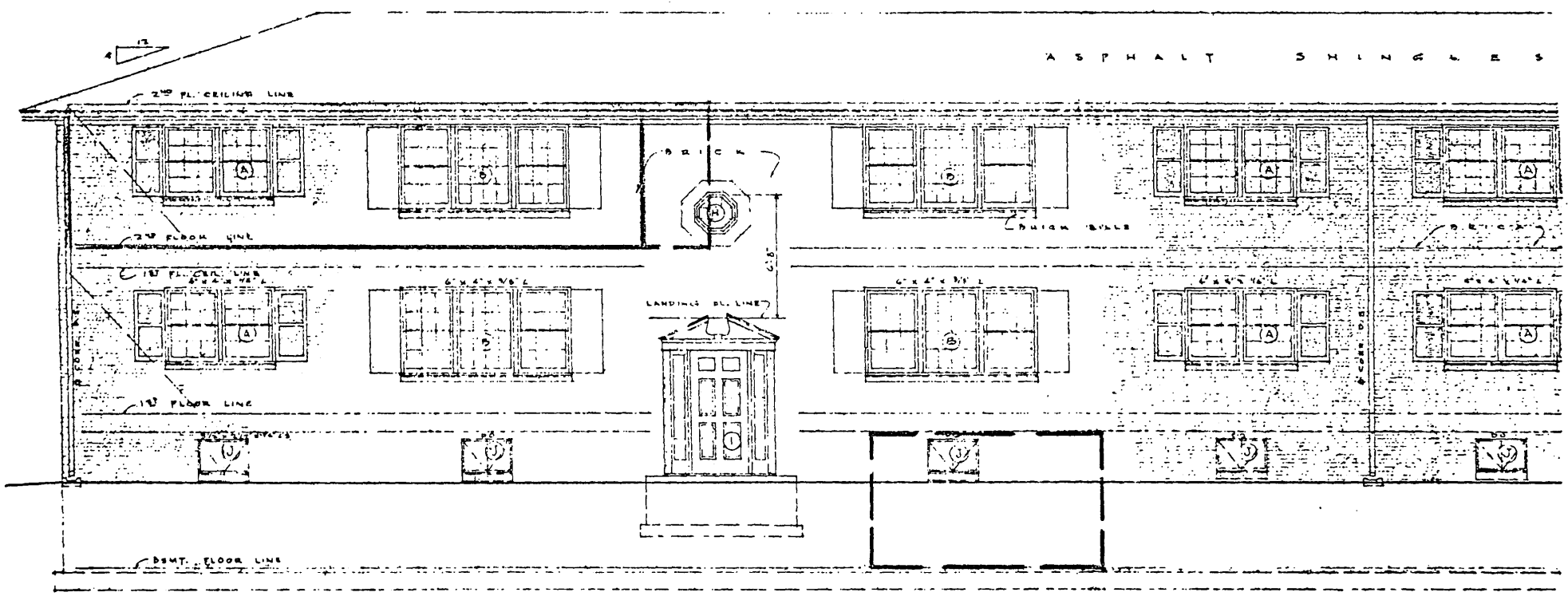
Sunset Valley Apartments
 Condominiums
 Unit Location Plan
 Unit No. 9107-5
 Sheet 3 of 7



Second Floor Plan
Southern Portion
Building "A"

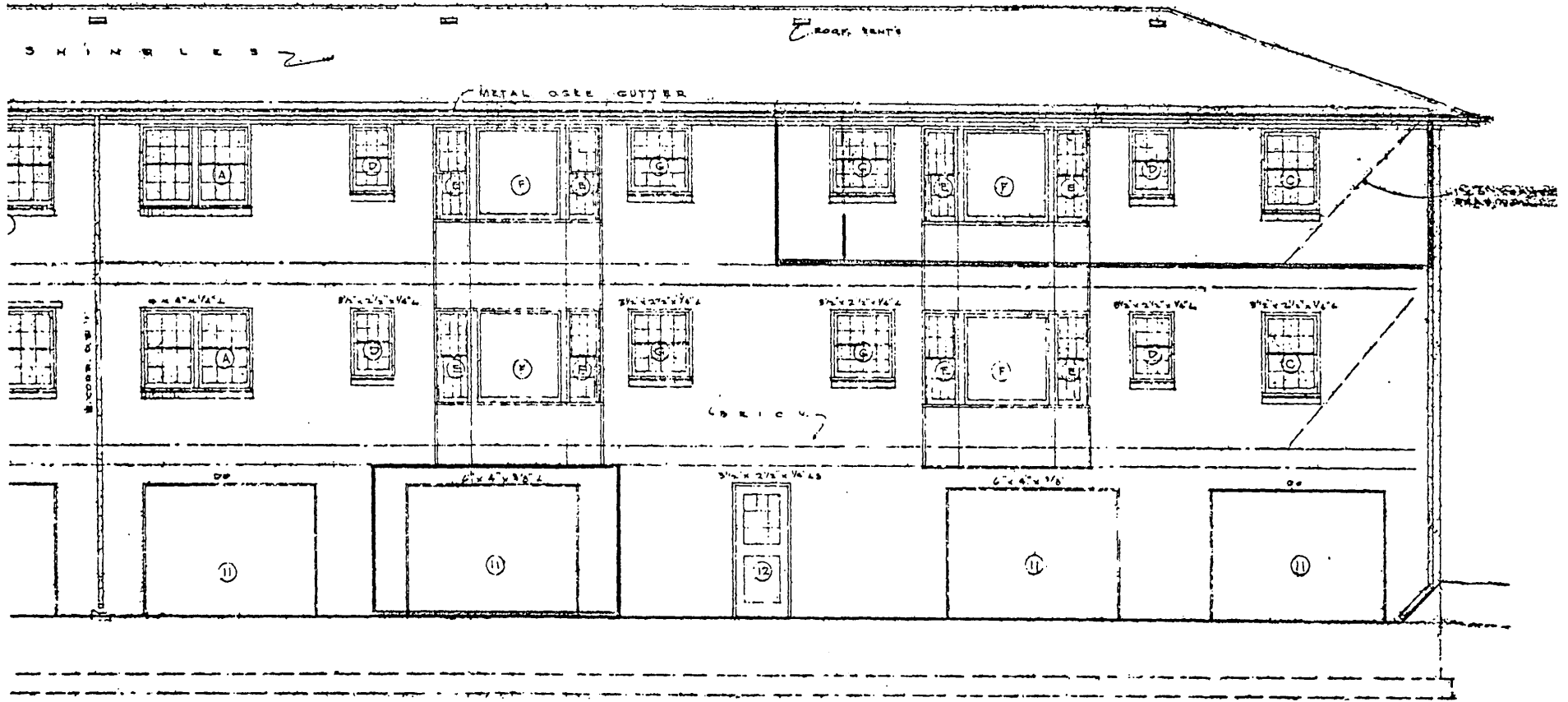
Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9107-5
Sheet 4 of 7

BOOK 1642 PAGE 416
POOR INSTRUMENT FILED



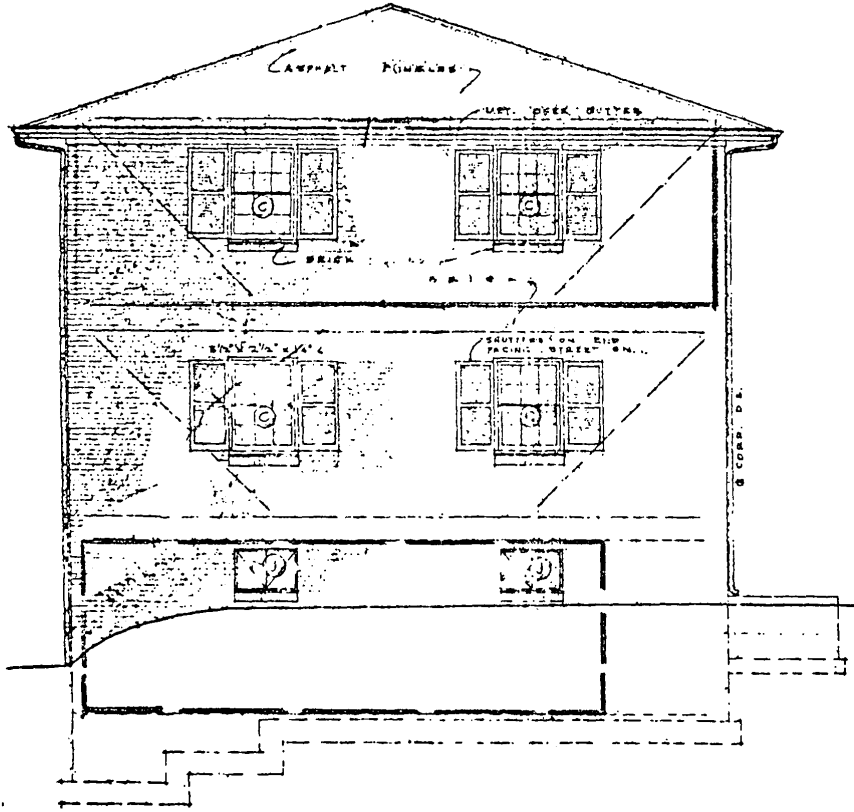
Front Elevation
Southerly Portion
Building "A"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9107-C
Sheet 5 of 7

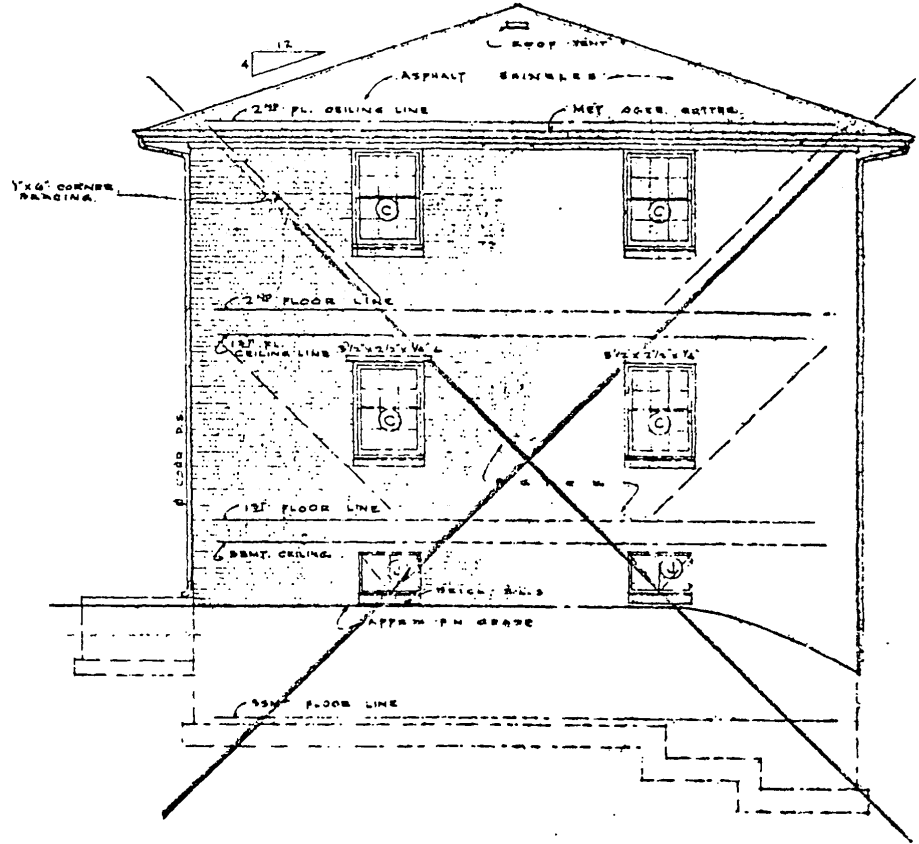


Rear Elevation
Southerly Portion
Building "A"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9107-5
Sheet 6 of 7



South Side Elevation
Building "A"



Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9107-5
Sheet 7 of 7

UNIT LOCATION PLANS

UNIT No. 9107-6

SUNSET VALLEY APARTMENTS-CONDOMINIUMS

SPONSOR :
ROBTON INC.

SALES AGENT
MAENNER CO.
10050 REGENCY CIRCLE

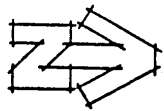
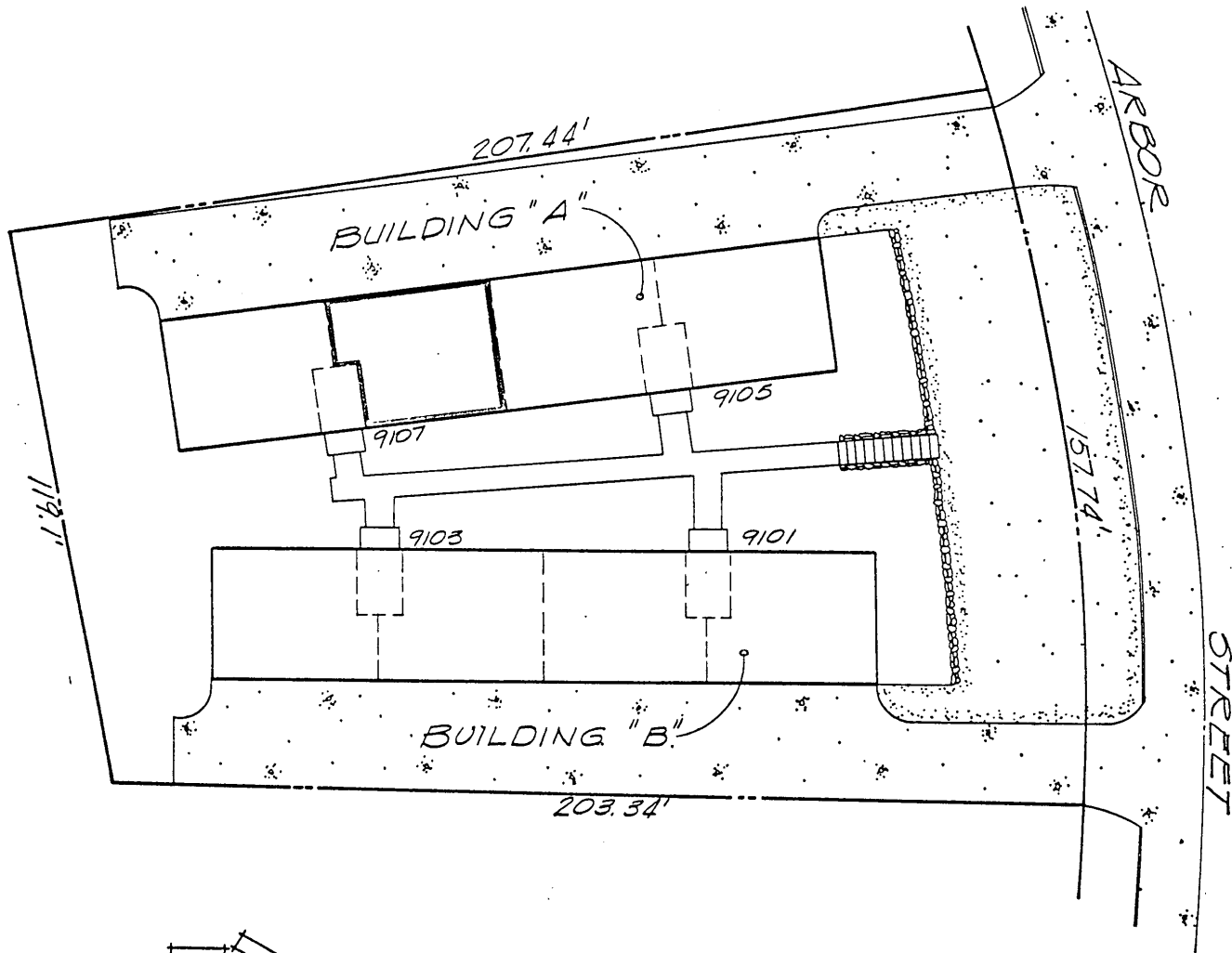
LEGEND: HEAVY LINE
INDICATES OUTLINE
OF UNIT



PREPARED BY:
THOMPSON, DREESSEN & DORNER
10730 PACIFIC STREET
OMAHA, NEBRASKA 68114

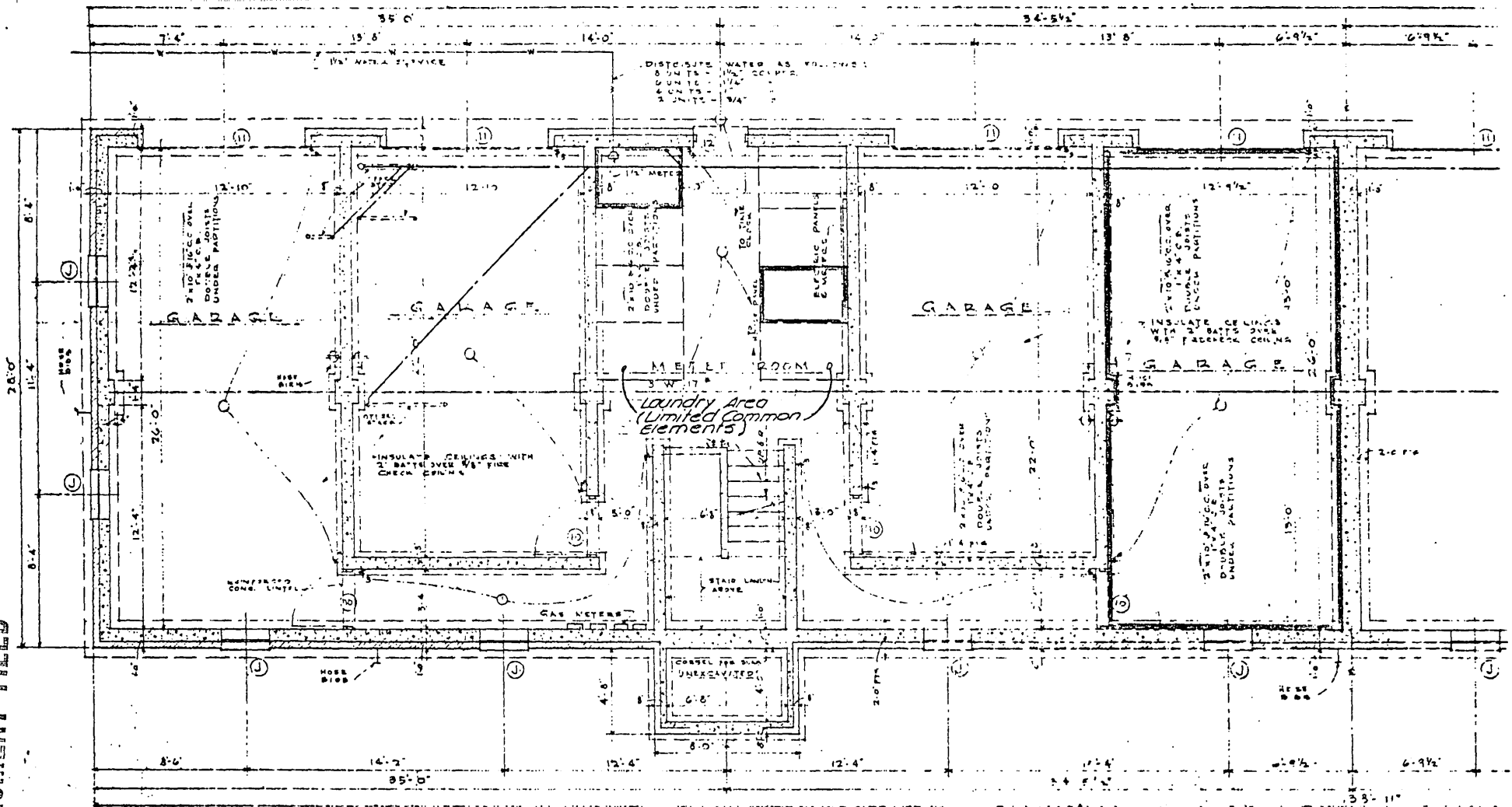
I, ROBERT E. DREESSEN, A LICENSED
PROFESSIONAL ENGINEER OF THE
STATE OF NEBRASKA CERTIFY THAT
THESE PLANS REPRESENT UNIT No. 9107-6
OF THE SUNSET VALLEY APARTMENTS
CONDOMINIUMS.

August 13, 1979 Robert E. Dreesen
DATE ENGINEER



LOCATION OF UNIT ON SITE

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9107-12
2ND Floor Level
Sheet 2 of 7

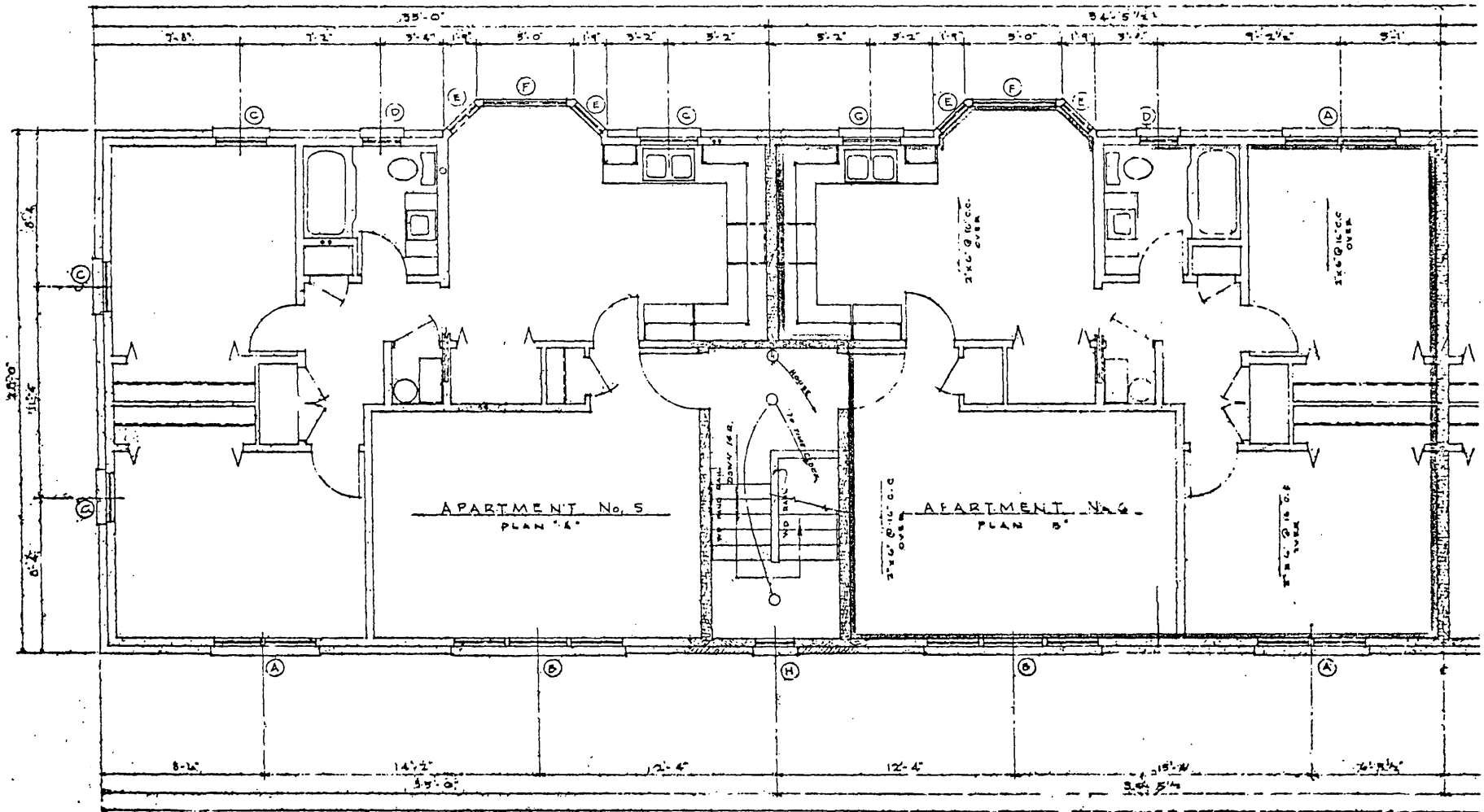


Basement Floor Plan
 Southerly Portion
 Building "A"

Sunset Valley Apartments
 Condominiums
 Unit Location Plan
 Unit No. 2107-6
 Sheet 3 of 7

BOOK 1642 PAGE 422
POOR INSTRUMENT FILED

BOOK 1642 PAGE 422

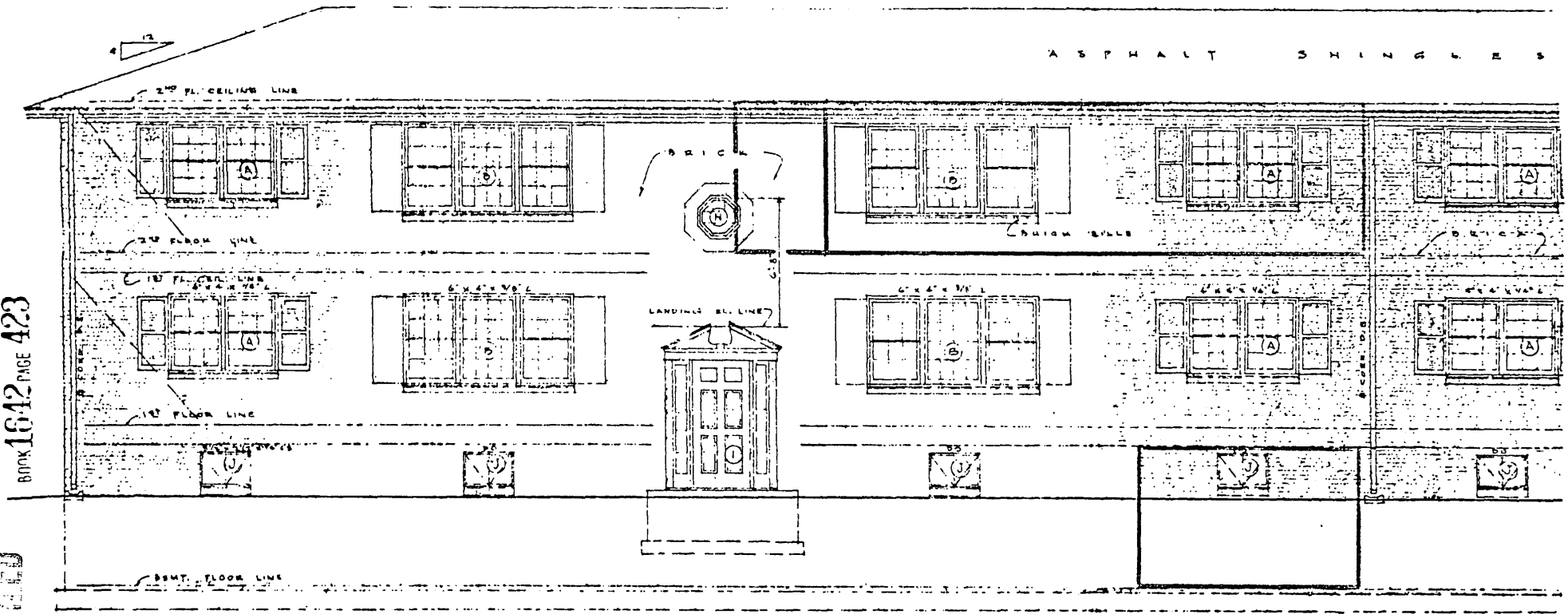


Second Floor Plan
Southernly Portion
Building "A"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9107-6
Sheet 4 of 7

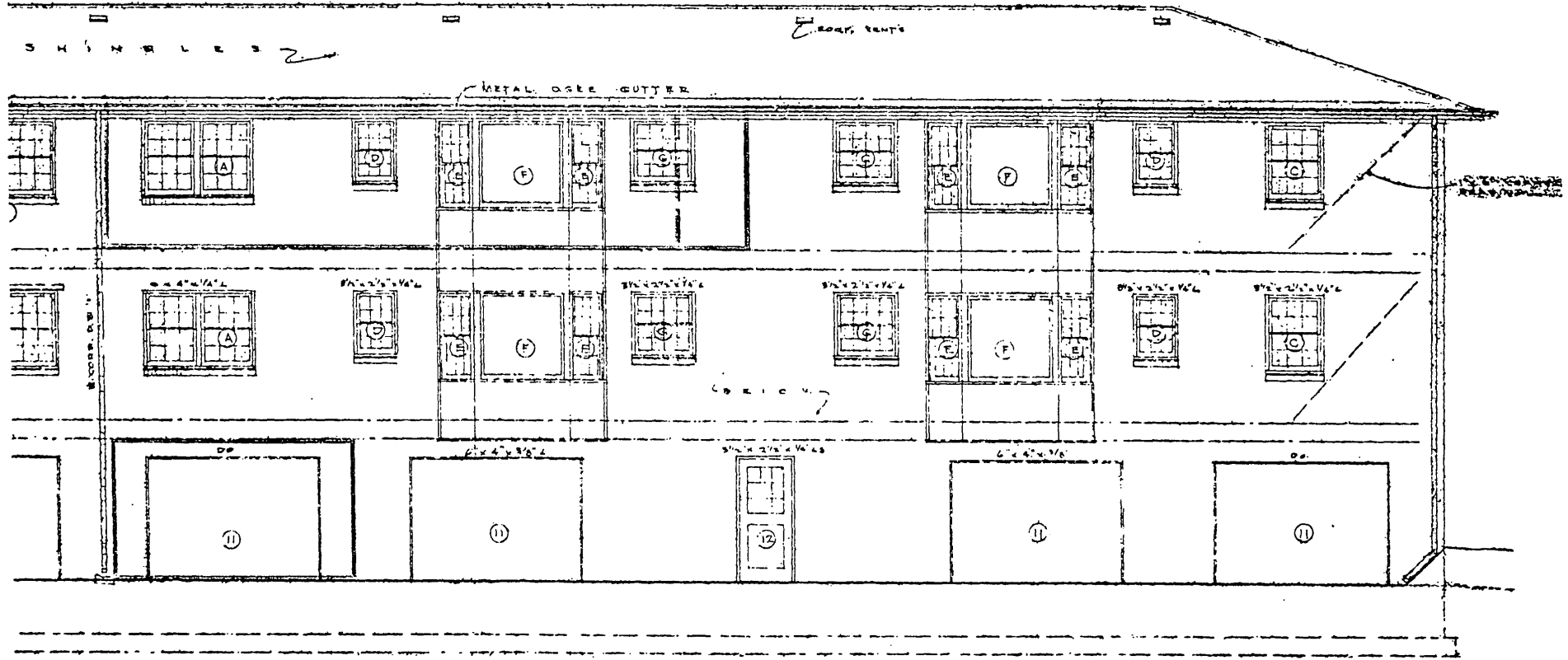
POOR INSTRUMENT FILED

BOOK 1642 PAGE 423



Front Elevation
Southerly Portion
Building "A"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 017-6
Sheet 5 of 7

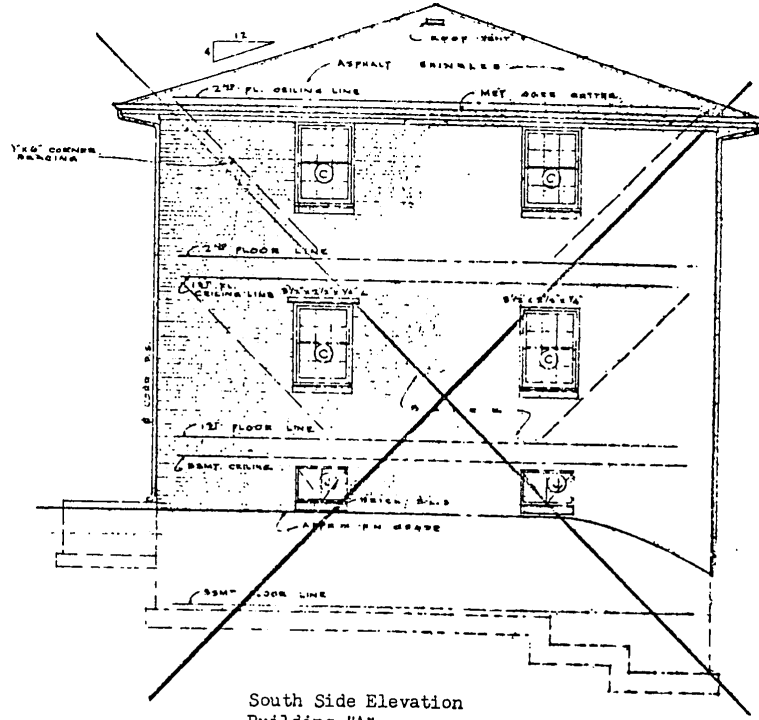
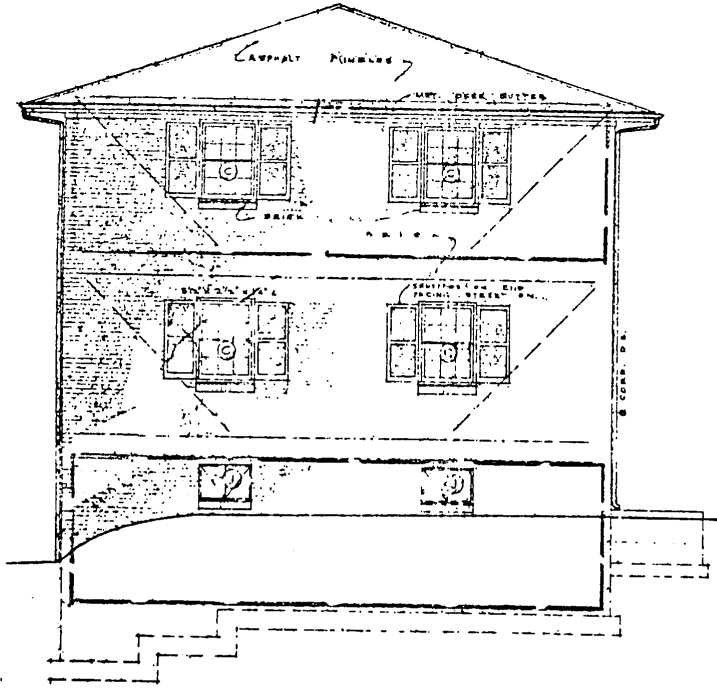


Rear Elevation
Southerly Portion
Building "A"

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9107-6
Sheet 6 of 7

POOR REPRODUCTION

BOOK 1642 PAGE 425



South Side Elevation
Building "A"

LES-98
776
LES 98
Compod
Index
Fee 439.35

- 91 -
of
Page
Book 1642
281

RECEIVED
1980 JAN 18 PM 2:22
C. HAROLD GATTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Sunset Valley Apartments
Condominiums
Unit Location Plan
Unit No. 9107-6
Sheet 7 of 7

41 Deck