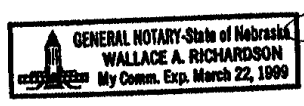




STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing Amendment to Master Deed and Declaration  
Van Dorn Villa Condominium Property Regime was acknowledged  
before me this 18th day of May, 1998, by FRANKUN  
Eldridge.



Wallace A. Richardson  
Notary Public

**AMENDMENTS TO THE DECLARATION OF  
VAN DORN VILLA CONDOMINIUM**

Amend Article I, Section 1.10, as follows:

**"1.10 "Majority of the Co-Owners" Unless the context specifically requires otherwise, Majority of the Co-Owners means the Co-Owners of more than 50 percent of the Units aggregate Percentage Interest. Any specified percentage or proportion of the Co-Owners means the Co-Owners of such number of Percentage Interest in the aggregate percentage or proportion of the Units.**

Amend Article I, Section 1.13, as follows:

**"1.13 "Percentage Interest" The Percentage Interest applies to common expenses and votes in the Association and is calculated by dividing the area of each Unit by the total of all Units as set forth in Schedule A attached hereto."**

Amend Article III, Owner and Occupancy Requirements, by inserting a new Section 3.4, to read as follows:

**"3.4. The Association shall charge an additional fee or assessment against each Unit for each month such Unit is occupied by more than one person. Any such charge, fee or assessment shall be established by the Board of Administrators and assessed and collected in accordance with the provisions of 6.1.8 of this Declaration."**

Amend Article VI, Section 6.1.3 as follows:

**"6.1.3 "Assessment and Payment of Common Expenses"**

**"The total amount of the estimated funds required for the operation of the Property set forth in the budget for the fiscal year adopted by the Board of Administrators shall be assessed against each Co-Owner Unit in proportion to his respective Percentage Interest equal amounts, and shall be a lien against each Co-Owner's Unit as of the first day of the fiscal year to which such budget applies. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, each Co-Owner shall be obligated to pay to the Board of Administrators or to the Managing Agent (as**

determined by the Board of Administrators), one-twelfth (1/12th) of the assessment for such fiscal year made pursuant to the foregoing provisions. Within sixty (60) days after the end of each fiscal year, the Board of Administrators shall supply to all Co-Owners an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, the budget adopted by the Board of Administrators for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, if the Board of Administrators deems it advisable, shall be credited ~~according to each Co-Owner's Percentage Interest, equally,~~ to the next monthly installments due from each Unit under the current fiscal year's budget.

Amend Article VI, Section 6.1.7, as follows:

"Section 6.1.7 Accounts" All sums collected by the Board of Administrators with respect to assessments against the Co-Owners, or the Units, may be commingled into a single fund, but shall be held for each ~~Co-Owner's Unit in accordance with his Percentage Interest~~ equal amounts.

Added to Article VI, Operation of the Property, a new Section 6.1.8 to read as follows:

"6.1.8. Assessment for Additional Occupance of Units" An additional assessment shall be charged against each Unit for each month such Unit is occupied by more than one person, such additional assessment to be determined by the Board of Administrators, and presented to the Co-Owners as part of the annual budget process set forth in 5.1.2 above. The amount so established shall be referred to in this Declaration as "Additional Occupant Fee". The Additional Occupant Fee shall be assessed, charged and collected as if it were an assessment for Common Expenses pursuant to the provisions of this Declaration. Failure to pay the Additional Occupant Fee shall subject the Unit, and the Co-Owner of such Unit, to the penalties, interest, and Compliance and Default Provisions of this Declaration, including the Lien for Contributions set forth in 11.2 of this Declaration. The Additional Occupant Fee is a fee or charge for the use and operation of the common

elements, and for services provided to Unit owners, all as provided in Section 76-860, (10) of the Nebraska Condominium Act.

Amend Article II, paragraph 2.14.2, to read as follows:

2.14.2. Each Co-Owner shall carry out at his sole expenses any works of modification, repair, cleaning, safety, and improvement of his Unit without disturbing the legal use and enjoyment of the rights of the other Co-Owners. The Board of Administrators shall have the exclusive authority to change the exterior form of the facades, or paint exterior walls, doors or windows in colors of hues as they shall select, without jeopardizing the soundness or safety of the Property, reducing its value or impairing any easement or access to or use of Common Elements. If such outside portion of any Unit is damaged and such damage is caused by the negligence or carelessness of the Co-Owner of said Unit or his licensees, guests of invitees, such Co-Owner shall pay for the cost incurred by the Board of Administrators; otherwise, it shall be assessed ~~equally~~ against the Co-Owners of all Units ~~according to their Percentage Interest.~~

Amend Article VIII, paragraph 8.2.2, to read as follows:

8.2.2. Assessments. If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair as determined by the Board of Administrators, or if at any time during reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Co-Owners who own the damaged Units and against all Co-Owners in the case of damages to the Common Elements in sufficient amounts to provide payment of such costs. Such Assessments against Co-Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments, on account of damage to Common Elements shall be ~~assessed equally against the Co-Owner of all Units, in proportion to the Co-Owners' respective Percentage Interests.~~

AMENDMENTS TO BY-LAWS OF  
VAN DORN VILLA CONDOMINIUM

Amend Article II, Section 4, as follows:

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Association of Co-Owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Co-Owners owning not less than twenty percent (20%) of the Units. ~~Percentage interests of all Co-Owners.~~ The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Amend Article II, Section 8 as follows:

"Section 8 Voting. Voting at all meetings of the Association of Co-Owners shall be on a par Unit basis, with each Unit being entitled to one vote. ~~Percentage Basis and the percentages of the vote to which each Co-Owner is entitled shall be the Percentage interest assigned to his Unit in the Declaration. Where the ownership of a Unit is in more than one person, then the person who shall be entitled to cast the vote of that Unit shall be the person named in the ownership certificate (except by proxy given by said person). Such certificate shall be valid until revoked by a subsequent certificate. Wherever the approval or disapproval of a Co-Owner is required by the Nebraska Condominium Act, the Declaration or these By-Laws, such approval or disapproval shall only be made by the person who would be entitled to cast the vote for the Co-Owner of such Unit at any meeting of the Association of Co-Owners. Where the ownership of a Unit is in more than one person, if only one of the multiple owners of a Unit is present at a meeting of the Association, he or she is entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners, unless the Declaration expressly provides otherwise. There is majority agreement if any one of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Units. Except where a greater number is required by the Nebraska Condominium Act, the Declaration or these By-Laws, a majority of the Co-Owners present is required to adopt decisions at any meeting of the Association of Co-Owners. If~~

~~the Developer or the Association of Co-Owners owns or holds title to one or more Units, the Developer or the Board of Directors, as the case may be,~~ shall have the right at any meeting of the Association of Co-Owners to cast the votes to which such Unit(s) is entitled. The Co-Owners do not have the right of cumulative voting."

Article II, Section 9, shall be amended as follows:

~~"Section 9 Proxies. A Vote may be cast in person or by proxy. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit owner. If the Unit is owned by more than one person, each owner of the Unit is eligible to cast the vote or register protest to the casting of votes by other owners of the Unit through a duly executed proxy. A Unit owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Proxies may be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting and must be dated, signed and witnessed. A proxy shall terminate one year after its date, unless the party specifies a shorter period.~~

Amend Article II, Section 10, as follows:

~~"Section 10 Majority of the Co-Owners. Unless the context specifically requires otherwise, Majority of the Co-Owners means the Co-Owners of more than 50 percent of the Units aggregate Percentage Interest. Any specified percentage or proportion of the Co-Owners means the Co-Owners of such number of Percentage Interest in the aggregate percentage or proportion of the Units.~~

Exhibit B

Part of Lots 2, 3, 4, 5, and 6, City Real Estate Company's Subdivision of Lot 11, Irregular Tract, in the NE 1/4 of Section 5, Township 9 North, Range 7 East, of the 6th P.M., Lincoln, Lancaster County, Nebraska more particularly described as follows:

Commencing at the northeast corner of Outlot C of South Glenn Addition and extending thence N.90°-00'-00" West, 110.00 feet;

thence S. 0°-00'-00" East, 50.00 feet;

thence N.90°-00'-00" West, 40.00 feet to the point of curvature of a circular curve to the left having a central angle of 12°-15'-00", a radius of 307.52 feet, and whose chord bears S. 6°-07'-30" East;

thence along the arc of said circular curve, 65.75 feet to the point of tangency;

thence S.12°-15'-00" East, 61.25 feet to the point of curvature of a circular curve to the right having a central angle of 12°-15'-00", a radius of 307.52 feet, and whose chord bears S. 6°-07'-30" East;

thence along the arc of said circular curve, 19.55 feet to the point of beginning;

thence continuing along the arc of said circular curve, 46.20 feet to the point of tangency;

thence S. 0°-00'-00" East, 280.00 feet to the point of curvature of a circular curve to the right having a central angle of 75°-00'-00", a radius of 125.00 feet, and whose chord bears S.37°-30'-00", West;

thence along the arc of said circular curve 163.62 feet to the point of tangency;

thence S.75°-00'-00" West, 52.89 feet to the point of curvature of a circular curve to the left having a central angle of 4°-49'-26", a radius of 600.00 feet, and whose chord bears S.72°-35'-17" West;

thence along the arc of said circular curve, 50.51 feet to the point of tangency;

thence S.10°-12'-40" East, 129.68 feet;

thence S.89°-58'-19" West, 362.99 feet;

thence N. 0°-18'-02" West, 223.99 feet;

thence N.89°-56'-02" West, 130.00 feet;

thence N. 0°-18'-02" West, 20.32 feet;

thence S.89°-55'-58" East, 130.00 feet;

thence N. 0°-18'-02" West, 104.00 feet;

thence S.89°-55'-38" East, 227.33 feet;

thence N. 0°-18'-29" West, 255.39 feet;

thence N.90°-00'-00" East, 304.33 feet to the point of beginning, containing an area of 5.43 acres, more or less.



Exhibit B (Continued)

Part of Lots 2, 3 and 4, City Real Estate Company's Subdivision in the Northeast Quarter of Section 5, Township 9 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, further described as:

Beginning at the Northeast corner of Lot 3, Meeks 2nd Addition; thence Southerly along East line of Meeks 2nd Addition and said East line extended Southerly, 259.9 feet to a point 20.9 feet South of North line said Lot 4, City Real Estate Company's Subdivision; thence Westerly parallel to and 20.9 feet South from said North line Lot 4, 143.0 feet to a point 40.0 feet East from centerline South 48th Street; thence Southerly parallel to and 40.0 feet East of centerline South 48th Street, 19.8 feet; thence Easterly parallel to said North line Lot 4, 350.19 feet to the East line West one-half Lots 2, 3 and 4, City Real Estate Company's Subdivision; thence Northerly along said East line, 279.56 feet to a point 60.28 feet South of the North line said Lot 2, thence Westerly parallel to said North line said Lot 2, a distance of 207.55 feet to the point of beginning.

## EXHIBIT B (CONTINUED)

## UNITS - VAN DORN VILLA CONDOMINIUM

<u>APT. NUMBER</u>	<u>SQUARE FEET</u>	<u>PERCENTAGE INTEREST</u>
101	758.5	0.4073
102	935	0.5021
103	935	0.5021
107	1067	0.5730
175	935	0.5021
176	947	0.5086
177	947	0.5086
201	758.5	0.4073
202	935	0.5021
203	935	0.5021
204	935	0.5021
205	935	0.5021
206	935	0.5021
207	935	0.5021
208	792	0.4253
212	1067	0.5730
213	935	0.5021
214	935	0.5021
215	935	0.5021
216	935	0.5021
259	685	0.3679
260	808.5	0.4342
262	1067	0.5730
263	935	0.5021
264	758.5	0.4073
265	947	0.5086
266	935	0.5021
267	1067	0.5730
271	1067	0.5730
272	935	0.5021
273	1067	0.5730
275	1067	0.5730
276	935	0.5021
277	947	0.5086
301	758.5	0.4073
302	935	0.5021
303	935	0.5021
304	935	0.5021
305	935	0.5021

APT. NUMBERSQUARE FEETPERCENTAGE INTEREST

306	935	0.5021
307	935	0.5021
308	792	0.4253
312	1067	0.5730
313	935	0.5021
314	935	0.5021
315	935	0.5021
316	935	0.5021
317	1085	0.5827
320	685	0.3679
321	685	0.3679
322	612	0.3287
323	612	0.3287
324	935	0.5021
325	1067	0.5730
329	792	0.4253
330	660	0.3544
331	660	0.3544
332	935	0.5021
333	935	0.5021
334	935	0.5021
335	810	0.4350
336	935	0.5021
337	612	0.3287
338	1250	0.6713
340	935	0.5021
341	1067	0.5730
343	1067	0.5730
344	1067	0.5730
346	1067	0.5730
349	1300	0.6981
350	1200	0.6444
352	1067	0.5730
355	1019	0.5472
356	887	0.4763
357	947	0.5086
358	1308	0.7024
359	685	0.3679
360	808.5	0.4342
362	1067	0.5730
363	935	0.5021
364	758.5	0.4073
365	947	0.5086
366	935	0.5021
367	1067	0.5730
371	1067	0.5730
372	935	0.5021
373	1067	0.5730
375	1067	0.5730

APT. NUMBERSQUARE FEETPERCENTAGE INTEREST

376	935	0.5021
377	947	0.5086
404	935	0.5021
405	935	0.5021
406	935	0.5021
407	935	0.5021
408	792	0.4253
412	1067	0.5730
413	935	0.5021
414	935	0.5021
415	935	0.5021
416	935	0.5021
417	1085	0.5827
420	685	0.3679
421	685	0.3679
422	669	0.3593
423	669	0.3593
424	935	0.5021
425	1067	0.5730
429	792	0.4253
430	660	0.3544
431	660	0.3544
432	935	0.5021
433	935	0.5021
434	935	0.5021
435	935	0.5021
436	935	0.5021
437	612	0.3287
438	1250	0.6713
440	935	0.5021
441	1067	0.5730
443	1067	0.5730
444	1067	0.5730
446	1067	0.5730
449	1300	0.6981
450	1200	0.6444
452	1067	0.5730
455	1019	0.5472
456	928	0.4984
457	988	0.5306
458	1308	0.7024
459	685	0.3679
460	808.5	0.4342
462	1067	0.5730
463	935	0.5021
464	758.5	0.4073
465	947	0.5086
466	935	0.5021
467	1067	0.5730

APT. NUMBERSQUARE FEETPERCENTAGE INTEREST

471	1067	0.5730
472	935	0.5021
473	1085	0.5827
522	669	0.3593
523	669	0.3593
524	935	0.5021
525	1067	0.5730
529	792	0.4253
530	660	0.3544
531	660	0.3544
532	935	0.5021
533	935	0.5021
534	935	0.5021
535	935	0.5021
536	935	0.5021
537	612	0.3287
538	1250	0.6713
540	935	0.5021
541	1067	0.5730
543	1067	0.5730
544	1067	0.5730
546	1067	0.5730
549	1300	0.6981
550	1200	0.6444
552	1085	0.5827
2200	1113.8	0.5982
2201	1304.4	0.7005
2202	1113.8	0.5982
2203	1113.8	0.5982
2204	1113.8	0.5982
2205	1336.3	0.7176
2206	1113.8	0.5982
2207	1205.3	0.6473
2208	1113.8	0.5982
2209	1113.8	0.5982
2210	1113.8	0.5982
2211	1113.8	0.5982
3300	1113.8	0.5982
3301	1738.0	0.9333
3302	1113.8	0.5982
3303	1113.8	0.5982
3304	1113.8	0.5982
3305	1336.3	0.7176
3306	1268.3	0.6811
3307	1205.3	0.6473
3308	1113.8	0.5982
3309	1113.8	0.5982
3310	1113.8	0.5982
3311	1113.8	0.5982

<u>APT. NUMBER</u>	<u>SQUARE FEET</u>	<u>PERCENTAGE INTEREST</u>
4406	1268.3	0.6811
4407	1205.3	0.6473
4408	1113.8	0.5982
4409	1113.8	0.5982
4410	1113.8	0.5982
4411	1113.8	0.5982
191 Apartments	186,210.8	100.0000
Garage, G-1 to G-3, Incl.	10,243.0	0.0000