

AMENDMENT TO MASTER DEED CREATING
WALNUT GROVE TOWNHOMES CONDOMINIUM
PROPERTY REGIME NO. 2

THIS AMENDMENT TO MASTER DEED AND DECLARATION made this 6 day of JULY, 1983, by Kopecky Construction, Inc., a Nebraska corporation (herein called "Developer") for itself, its successors, grantees and assigns,

WHEREAS, on the 10th day of April, 1980 the Developer caused to be recorded in the Register of Deeds of Douglas County, Nebraska, at Book 1646 and Page 560 that certain Master Deed creating Walnut Grove Townhomes Condominium Property Regime No. 2,

WHEREAS, pursuant to Article XI, Section 3, the Developer reserved to itself the right to amend the Master Deed and By-Laws for the clarification thereof or for the benefit of all unit owners,

WHEREAS, pursuant to the said Article XI, Section 3, the Developer desires to correct the accidental omission of the word "not" in Article III of the Master Deed as originally recorded and the Developer desires to clarify Article VI, Section 1 of the By-Laws regarding the insurance of fixtures installed by unit owners,

NOW, THEREFORE, in consideration of the foregoing preambles which are incorporated herein by this reference, the Master Deed creating Walnut Grove Townhomes Condominium Property Regime No. 2 is hereby amended as follows:

1. Amendment to Article III, Paragraph a. Definitions in Master Deed. The third line from the bottom of Page 1 shall be amended to include the word "not" so that the entire paragraph a. shall read as follows:

"a. 'Apartment' shall mean and include: all airspace in basements, rooms, attics and garages, whether attached or unattached, interior walls, floors, ceilings, air conditioning compressors or units, permanent gas, charcoal burning or electric barbecue grills, screening, window glass, exterior and interior doors and garage windows, screening and doors, all appliances and fixtures located within the boundaries of the apartment, and all utility service lines from the point where they first enter the air space or fixtures in the apartment; but shall not include structural walls, roofs, except for the unit-side surfaces thereof, which shall be included in the definition 'Apartment'."

2. Amendment to Article VI, Insurance Section 1. Coverage. Section 1 of Article VI shall be amended to require the Board of Administrators to insure applicances and fixtures initially

installed by the Developer and appliances and fixtures subsequently installed by the unit owners. The entire Section 1 of Article VI shall be amended to read as follows:

"Section 1. Coverage.


The Board of Administrators shall obtain and maintain, to the extent obtainable, the following insurance: fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the entire condominium improvements and any other property, whether or not a common element (including all of the appliances and fixtures therein initially installed by the Developer and appliances and fixtures therein subsequently installed by the unit owners but not including furniture, furnishings or other personal property supplied, owned or installed by unit owners) together with all service equipment contained therein in an amount equal to the full replacement value, without deduction for depreciation, and which shall contain a standard non-contributory mortgage clause in favor of each mortgagee of a condominium unit which shall provide that the loss, if any, hereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Administrators hereinafter set forth in Section 1 of Article X; public liability insurance in such limits as the Board of Administrators may from time to time determine, covering the Association, each member of the Board, the Managing Agent, agents and employees of the Association and each unit owner; and such additional coverage as the Board of Administrators may from time to time determine is appropriate. Such public liability coverage shall also cover cross liability claims of one insured against the other and shall contain waivers of subrogation."

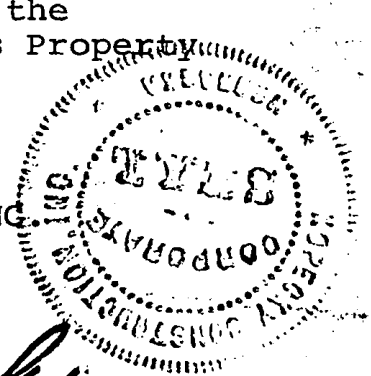
3. Binding Effect. Except as herein amended the Master Deed creating Walnut Grove Townhomes Condominiums Property Regime No. 2 shall remain in full force and effect.

Executed the date first above written.

KOPECKY CONSTRUCTION, INC.
a Nebraska corporation


BY:


President



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Subscribed and sworn to before me this 6 day of July, 1983 by R.J. Kopecky, President of Kopecky Construction, Inc., a Nebraska corporation.

 GENERAL NOTARY - State of Nebraska
ALBERT M. SESEMANN, JR.
My Comm. Exp. April 9, 1985

Albert M. Seemann, Jr.
Notary Public

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C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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Page 506

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