



April 2, 1982

Mr. William T. Kimball, Sr.
Representative of the Developers
Of Windsor Square Condominiums
1300 "G" Street
Lincoln, Nebraska 68508

RE: WINDSOR SQUARE CONDOMINIUMS

Dear Mr. Kimball:

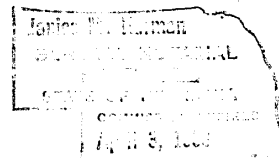
This letter will serve to verify that the Architectural sheets
numbered A-1, A-2, A-4, A-4A, A-5, A-5A, A-6 and A-6A, known as
"Windsor Square Condominiums", are the design work of John H. Thiessen
and Associates, Architects-Planners, Lincoln, Nebraska.

Respectfully yours,

Del R. Strasheim
JOHN H. THIESSEN & ASSOCIATES
ARCHITECTS • PLANNERS

DRS:jmh

State Of Nebraska)
) ss.
County Of Lancaster)



Subscribed and sworn to before me this Second day of April, 1982.

Janice M. Harman My commission expires April 3, 1983.
Notary Public

Page 1 of 9 (EXHIBIT 'B')
Attached to Master Deed

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BY-LAWS
OF
WINDSOR SQUARE CONDOMINIUM ASSOCIATION, INC.
and of
WINDSOR SQUARE CONDOMINIUM PROPERTY REGIME

The name of the corporation shall be WINDSOR SQUARE CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as the "Association").

ARTICLE I

OBJECT AND DEFINITIONS

Section 1.1. Purpose. The purpose for which this Association is formed is to govern the condominium property situate in the County of Lancaster, State of Nebraska, which property is described as follows: Lots Seven (7), Eight (8), Nine (9), and the West 40 feet of Lot Ten (10), Block One Hundred Fifty (150). Such property has been submitted to the provisions of the Condominium Property Act of the State of Nebraska, Section 76-801 to 76-823 [Reissue 1976] as amended to date, by a Declaration entitled Master Deed and Declaration (hereinafter referred to as the "Declaration").

Section 1.2. Assent. All present or future co-owners, tenants, future tenants, or any other person using the facilities of the project in any manner are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the condominium apartments (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units shall constitute ratification of these By-Laws.

Section 1.3. Definitions. Unless otherwise specified, all the terms used herein shall have the same meaning in these By-Laws as such terms have in the Declaration. The terms co-owners, owners, and members as used herein shall be synonymous.

ARTICLE II

MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 2.1. Membership. The total number of memberships shall not exceed the number of condominium units. Any person on

becoming a co-owner of a condominium unit shall automatically become a member of this Association and be subject to the provisions of the Articles of Incorporation, to these By-Laws, to the Declaration, and to the Rules and Regulations duly adopted by the Association. Such membership shall terminate without any Association action whenever such person ceases to own a condominium unit, but such termination shall not relieve or release any such co-owner from any liability or obligation incurred under or in any connection with the Association during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Administrators of the Association or others may have against such former co-owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Administrators may, if it so elects, issue one membership card to the co-owner(s) of a condominium unit. Such membership card shall be surrendered whenever ownership of the condominium unit designated thereon shall terminate.

Section 2.2. Classes of Membership. There shall be one class of membership.

Section 2.3. Majority of Unit Owners. As used in these By-Laws the term "majority of unit owners" shall mean those co-owners of more than fifty percent (50%) of the aggregate Percentage Interest of all co-owners in the undivided ownership of the general common elements.

Section 2.4. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of unit owners" as above defined shall constitute a quorum. An affirmative vote of a majority of the unit owners present, either in person or by proxy, shall be required to transact business; provided, however, that no business shall be transacted unless a minimum of thirty percent (30%) of all of the co-owners, either in person or by proxy, vote affirmatively, and no manager shall be removed unless a majority of unit owners vote affirmatively therefor.

Section 2.5. Proxies. Votes may be cast in person or by proxy. Proxies shall be in writing and the signatures must be witnessed or acknowledged. Proxies must be filed with the Secretary before the appointed time of each meeting. No proxy shall be valid for a period longer than 11 months after the date thereof.

Section 2.6. Voting by Mail. The Board of Administrators may decide that voting of the members of the Association shall be by mail with respect to any particular election of the members of the Board of Administrators, or with respect to adoption of any proposed amendment to the Articles of Incorporation or adoption of a proposed plan or merger, consolidation, or dissolution.

In case of election of Administrators by mail, the existing Board of Administrators shall advise the Secretary in writing of the names of proposed Administrators sufficient to constitute a full Board of Administrators and of a date at least thirty (30) days after such advice is given to the Secretary by which all votes are to be received. The Secretary within 5 days after such advice is given by the Board of Administrators shall give written notice to all co-owners of the number of Administrators to be elected and of the names of the nominees and of the date the votes are to be received. The notice shall state that any co-owner may nominate an additional candidate or candidates, not to exceed the number of Administrators to be elected, by notice in writing from the co-owner to the Secretary at the specified address of the principal office of the corporation, to be received by the Secretary on or before 15 days after the date the notice was given by the Secretary to all co-owners. Within 5 days thereafter, the Secretary shall give written notice to all co-owners stating the number of Administrators to be elected, stating that each co-owner may cast a vote by mail and restating the date established by the Board of Administrators by which such votes must be received by the Secretary at the address of the principal office of the corporation, which shall be specified in the notice. Votes received after that date shall not be effective. All persons elected as Administrators pursuant to such an election by mail shall take office effective on the date specified in the notice for receipt of such votes.

In the case of a vote by mail relating to any proposed amendment to the Articles of Incorporation or adoption of a proposed plan of merger, consolidation, or dissolution, the Secretary shall give written notice to all co-owners which notice shall include a proposed written resolution setting forth a description of the proposed action, and shall state that such persons are entitled to vote by mail for or against such proposal and stating a date not less than 20 days after the date such notice shall have been given on or before which all votes must be received and stating that they must be sent to the specified address of the principal office of the corporation. Votes received after that date shall not be effective. Any such proposal shall be adopted if approved as provided in the Master Deed (Paragraph 9(f) and (g)).

Delivery of a vote in writing to the principal office of the corporation shall be equivalent to receipt of a vote by mail at such address for the purpose of this Section 2.6.

ARTICLE III

ADMINISTRATION, MEETINGS OF MEMBERS

Section 3.1. Association Responsibilities. The co-owners will have the responsibility of administering the project through a Board of Administrators.

Section 3.2. Place of Meetings. Meetings of the Association shall be held at such place as the Board of Administrators may determine.

Section 3.3. Annual Meetings. Promptly after the thirty-third (33rd) Unit has been sold by the Developer and such sale has been closed or three (3) years from the date of filing the Master Deed (whichever event shall occur first), the Developer shall notify the co-owners of the Units, and the first annual meeting of the Association of Co-Owners shall be held within 30 days thereafter on a call issued by the President. At such meeting the persons designated by the Developer shall resign as members of the Board of Administrators, and all of the co-owners, including the Developer if the Developer owns any Unit or Units, shall elect a new Board of Administrators. Thereafter, the annual meetings of the Association of Co-Owners shall be held on the 2nd Tuesday of March of each succeeding year. At such annual meetings the Board of Administrators shall be elected by ballot of the co-owners in accordance with the requirements of these By-Laws; provided, however, that elections by mail may be directed by the Board of Administrators to be used under Section 2.6 of Article II of these By-Laws. The Association of Co-Owners may transact such other business at such meetings as may properly come before them. Until such first annual meeting, the Developer shall be entitled to elect all of the members of the Board of Administrators.

Section 3.4. Special Meetings. The President shall call a special meeting of the owners when so directed by resolution of the Board of Administrators or upon presentation to the Secretary of a petition signed by a majority of the unit owners. No business shall be transacted at a special meeting except as stated in the notice unless by consent of the co-owners or three-fourths of the general common elements, either in person or by proxy.

Section 3.5. Notices. Notices of annual and special meetings shall be given by the President or Secretary of the Association by regular mail addressed to the registered addresses of the co-owners of the units at least 5 days prior to the date set for such meeting. Any such notice shall state the date, time and place of the meeting and if the meeting is a special meeting, the purposes thereof. Waiver of notice, either in person or by proxy, and signed either before, at or after any meeting, shall be a valid substitute for service. The certificate of the President or Secretary that notice was duly given shall be prima facie evidence thereof.

Section 3.6. Adjourned Meeting. If any meeting of the co-owners cannot be organized because a quorum has not attended, the co-owners who are present either in person or by proxy, may adjourn the meeting to a time not less than twenty-four hours from the time the original meeting was called.

Section 3.7. Order of Business. The order of business at all meetings of the co-owners of units shall be as follows:

- A. Roll call
- B. Proof of notice of meeting or waiver of notice.
- C. Reading of minutes of preceding meeting.
- D. Reports of officers.
- E. Reports of committees.
- F. Election of Administrators (when so required).
- G. Unfinished business.
- H. New business.

ARTICLE IV

BOARD OF ADMINISTRATORS

(Powers and Meetings)

Section 4.1. Number and Qualification. The affairs of this Association shall be governed by a Board of Administrators composed of not less than three nor more than seven persons. The initial Board shall consist of three members. The initial Board members shall be William T. Kimball, Richard W. Smith, and Robert G. Boekel, who shall act in such capacity and shall manage the affairs of the Association until their successors are elected.

Section 4.2. Powers and Duties. The Board of Administrators shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the condominium project.

Section 4.3. Other Powers and Duties. The Board of Administrators shall be empowered and shall have the following duties:

- A. To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration referred to in Section 1.1.
- B. To establish, make and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use and occupancy of this condominium project with the right to amend same from time to time. Such rules and regulations may include provisions regarding the exclusion of any and all animals from the project or the limitation and control of animals. Such rules and regulations

may also include provisions regarding the operating policies, including but not limited to, policies as to noise limitation, limitations of occupancy by children as there be very limited play areas, financial capability of occupants or owners, and the rental of units. The Board shall have the power to designate an exclusive rental agent for any rentals.

- C. To keep, or cause to be kept, in good order, condition and repair all of the general and limited common elements and all items of common personal property, if any.
- D. To insure and keep insured all of the insurable general common elements of the property (and also fixtures, interior walls and partitions, decorated and finished surfaces of perimeter walls, floors and ceilings, doors, windows and other elements or materials comprising a part of the apartment units) in an amount equal to their maximum replacement value. The Board of Administrators shall determine such replacement value at least annually and in so doing may employ such experts as the Board may feel necessary. Further, to obtain and maintain comprehensive liability insurance covering the entire premises in amount of \$500,000.00 per person bodily injury and property injury combined, with an annual aggregate limit of \$500,000.00. To insure and keep insured all of the fixtures, equipment and personal property acquired by the Association for the benefit of the Association and the owners of the condominium units and their mortgagees.
- E. To fix, determine, levy and collect the prorated assessments to be paid by each of the co-owners towards the gross expenses of the entire premises and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments. The Board of Administrators, or its agent, may establish any reasonable system for collection periodically of common expenses, in advance or arrears as deemed desirable. Initially assessments for the estimated common expenses on an annual basis shall be made by the Board and shall be payable in equal monthly installments in advance on the first day of each month. At the end of each calendar year the Board shall determine actual expenses and either assess each co-owner or credit against the next ensuing month, as the case may be.

Assessments made shall be based upon the estimated cash requirements deemed to be such aggregate sum as the Board shall from time to time determine to be paid by all of the co-owners. Estimated expenses include the costs of maintenance and operation of the general common elements, expenses of management, taxes and special assessments unless separately assessed, insurance premiums for insurance coverage as deemed desirable or necessary by the Board, landscaping and care of grounds, common lighting, repairs and renovations, wages, common water and utility charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Board of Administrators or the Administrators under or by reason of the Declaration, payment of any deficit remaining from a previous assessment period, the creation of a reasonable contingency or other reserve or surplus fund as well as other costs and expenses relating to the general common elements. All assessments shall be in an itemized statement form, shall set forth in reasonable detail the various expenses for which the assessments are being made and shall be mailed to the registered mailing address of the co-owner not later than ten (10) days prior to the date such assessment is payable.

- F. To collect delinquent assessments by suit, foreclosure or otherwise and to enjoin or seek damages from a co-owner as is provided in the Declaration and these By-Laws.
- G. To protect and defend the entire premises from loss and damage by suit or otherwise.
- H. To borrow funds and to execute all such instruments evidencing such indebtedness. Any such indebtedness shall be the several obligation of all of the co-owners only in the same proportion as their interest in the general common elements.
- I. To enter into contracts within the scope of their duties and powers.
- J. To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Administrators.
- K. To keep and maintain full and accurate books and records showing all of the receipts, expenses or dis-

bursements and to permit examination thereof at any reasonable time by each of the co-owners.

- L. To prepare and deliver annually to each co-owner a statement showing in at least summary form all receipts, expenses or disbursements since the last such statement.
- M. To meet at least semiannually.
- N. To designate the personnel necessary for the maintenance and operation of the general and limited common elements.
- O. In general to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the common aspects of condominium ownership.

Section 4.4. Management Agent. The Board of Administrators may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 4.3. hereof.

Section 4.5. Election and Term of Office. The members of the initial Board shall serve until the first election at the initial annual meeting occurring after the conditions set forth in Section 3.3. in these By-Laws have been met.

Section 4.6. Vacancies. Vacancies in the Board of Administrators caused by any reason other than the removal of a member of the Board of Administrators by a vote of the Association shall be filled by vote of the majority of the remaining board members, even though they may constitute less than a quorum; and each person so elected shall be a member of the Board of Administrators until a successor is elected at the next annual meeting of the Association.

Section 4.7. Removal of Board Members. At any regular meeting or at any special meeting called for that purpose, any member on the Board of Administrators may be removed, without cause, by a majority of all of the unit owners as defined herein, and a successor may then and there be elected to fill the vacancy thus created. Any board member whose removal has been so proposed by the co-owners shall be given an opportunity to be heard at the meeting.

Section 4.8. Organization Meeting. The first meeting of a newly-elected Board of Administrators to be selected by the co-owners shall be held immediately following the election of the board members at the initial annual meeting occurring after the conditions set

forth in Section 3.3. in these By-Laws have been met, and no notice shall be necessary to the newly elected members of the Board of Administrators in order legally to constitute such meeting. Thereafter, the first meeting of each newly-elected Board of Administrators shall be held immediately following the annual meeting of the Association with no further notice of the Board's meeting being required for the Board's annual meeting.

Section 4.9. 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 board members, but at least two such meetings shall be held during each fiscal year and one such meeting shall be held immediately following the annual meeting of co-owners. Notice of regular meetings of the Board of Administrators shall be given to each Administrator, personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting.

Section 4.10. Special Meetings. Special meetings of the Board of Administrators may be called by the President on three days' notice to each board member, given personally, or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided), 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 two members of the Board of Administrators.

Section 4.11. Waiver of Notice. Before, at or after any meeting of the Board of Administrators, any board member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the board members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.12. Quorum. At all meetings of the Board of Administrators, a majority thereof shall constitute a quorum for the transaction of business, and the acts of the majority of the board members present at a meeting at which a quorum is present shall be the acts of the Board of Administrators. If, at any meeting of the Board of Administrators, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4.13. Fidelity Bonds. The Board of Administrators may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 4.14. Compensation. No board member shall receive any compensation from the Condominium Property Regime for acting as a board member.

ARTICLE V

OFFICERS

Section 5.1. Designation. The officers of the Association shall be a President, Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Administrators.

Section 5.2. Election of Officers. The officers of the Association shall be elected annually by the Board of Administrators at the organization meeting of each New Board and shall hold office at the pleasure of the Board. Any person may hold concurrently any two offices, except that the same person may not concurrently hold the offices of President and Secretary. The office of Vice-President need not be filled.

Section 5.3. Removal of Officers. Upon an affirmation vote of a majority of the members of the Board of Administrators, any officer may be removed, with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

Section 5.4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and the Board of Administrators. He shall have all of the general powers and duties which are usually vested in the office of the President of a nonprofit corporation, including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5.5. Vice-President. A Vice-President shall have all the powers and authority and perform all of the functions and duties of the President in the absence of the President or his inability for any reason to exercise such powers and functions or perform such duties.

Section 5.6. Secretary. The Secretary shall keep the minutes of the meetings of the Board of Administrators and minutes of meetings of the Association; he shall have charge of such books and papers as the Board of Administrators may direct; and he shall in general perform all the duties incident to the office of Secretary. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their registered mailing addresses. Such list shall also show opposite

each member's name the number or other appropriate designation of the unit owned by such member. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

Section 5.7. Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Administrators.

Section 5.8. Assistant Secretary. The Board of Administrators may appoint one or more Assistant Secretaries to perform all of the duties of the Secretary in the absence of the Secretary.

Section 5.9. Assistant Treasurer. The Board of Administrators may appoint one or more Assistant Treasurers to perform all of the duties of the Treasurer in the absence of the Treasurer.

ARTICLE VI

INDEMNIFICATION

The corporation shall indemnify against loss or liability any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an incorporator, member of the Board of Administrators, officer, employee or agent of the corporation against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The foregoing right to indemnification shall include a right to defense against any such alleged liability, and to reimbursement of the amounts paid and expenses incurred in settling, compromising or otherwise adjusting any such action, suit or proceeding, when such disposition thereof appears to be in the best interests of the corporation, and such right of indemnification shall not be exclusive of, but shall specifically include all other rights to whom such incorporator, member of the Board of Administrators, officer, employee or agent of the corporation may be entitled as a matter of law.

ARTICLE VII

OBLIGATIONS OF THE OWNERS

Section 7.1. Assessments. Except as otherwise provided in all the Condominium Declaration, all co-owners shall be obligated to pay the periodic assessments imposed by the Association to meet the common expenses, and payment thereof shall be made not later than on the tenth (10th) day following the mailing of the assessment statement to the registered mailing address of the co-owner. The assessments shall be made prorata according to percentage interest in and to the general common elements and shall be due monthly in advance. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members, within the meaning of these By-Laws, if, and only if, he shall have fully paid all assessments made or levied against him and the condominium unit owned by him.

Section 7.2. Maintenance and Repair.

A. Except as may be provided in the Declaration, every co-owner must perform promptly at his own expense all maintenance and repair work within his own condominium unit and limited common elements which if omitted would affect the project in its entirety or any part belonging to another co-owner.

B. All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, sanitary installations, doors, window, window panes, electrical fixtures and all other accessories, equipment and fixtures including heating and air conditioning equipment belonging to the unit and including appurtenant limited common elements shall be at the co-owner's expense.

C. A co-owner shall be obligated to reimburse the Association or another co-owner upon receipt of a statement for any expenditures incurred by the Association or other unit owner or both in repairing, replacing or restoring any general common elements or the interior or any part of a condominium unit damaged as a result of negligent or other tortious conduct of such co-owner, his agent, employee, invitee, licensee or tenant.

Section 7.3. Mechanic's Lien. Each co-owner agrees to indemnify and to hold each of the other co-owners harmless from any and all claims of mechanic's lien filed against other condominium units and the appurtenant general common elements for labor, materials, services or other products incorporated in the co-owners condominium unit. In the event suit for foreclosure of mechanic's lien is commenced, then within ninety (90) days thereafter such co-owner shall be required to deposit with the Association cash or negotiable securities equal to one and one-half times the amount of such claim.

Such sum or securities shall be held by the Association pending final adjudication or settlement of the claim or litigation. Disbursements of such funds or proceeds shall be made by the Association to insure payment of or on account of such final judgment or settlement. Any deficiency shall be paid forthwith by the subject co-owner, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the co-owner and a lien against his condominium unit which may be foreclosed as is provided in the Declaration.

Section 7.4. General.

A. Each co-owner shall comply strictly with the provisions of the Declaration.

B. Each co-owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which the Condominium project was built.

Section 7.5. Use of Units; Internal Changes.

A. Units shall be utilized for such purposes only as may be permitted in the Declaration.

B. A co-owner shall not make structural modifications or alterations to his unit or installations located therein without the prior written approval of the Board of Administrators.

Section 7.6. Use of General Common Elements.

A. Each owner shall use the general common elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other co-owners.

Section 7.7. Right of Entry.

A. A co-owner shall permit the Managing Agent or other person authorized by the Board of Administrators the right of access to the co-owner's unit and appurtenant common elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of the common elements, or at any time deemed necessary by the Managing Agent or Board of Administrators for the making or emergency repairs or to prevent damage to any of the common elements.

B. A co-owner shall permit other co-owners, or their representatives to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and

that such entry is at a time convenient to the co-owner. In case of an emergency, such right of entry shall be immediate.

Section 7.8. Rules and Regulations.

A. No co-owner of the condominium project shall post any advertisement or posters of any kind in or on the project except as authorized by the Association.

B. Co-owners, tenants or employees shall not throw garbage or trash outside the disposal installations provided for such purposes.

C. No co-owner, tenant or lessee shall install wiring for electrical or telephone installation, television antenna, machines or air conditioning units on the exterior of the project or that protrude through the walls or the roof of the project except as expressly authorized by the Association.

D. No co-owner shall carry on any usage of his unit or any common element which disturbs the occupants of other units. For example, loud noises shall be avoided. No more than one moderate-sized animal pet is permitted per unit subject to order of prohibition by the Board if the Board deems the particular pet offensive to others; no more than four persons shall reside in any unit at any time. The condominium is not suitable as a residence for children under 17 except for infant children.

E. Additional rules and regulations or amendments thereto may be made by the Board of Administrators from time to time.

Section 7.9. Destruction or Obsolescence. Each co-owner shall at the option of the Board of Administrators, upon becoming a co-owner of a condominium unit, execute a power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to maintain, repair and improve the building and general and limited common elements, and to deal with the co-owner's condominium unit upon its destruction or obsolescence and regarding insurance proceeds as is provided in the Declaration. The purpose of such execution shall be more fully to evidence such appointment, but failure to execute such power of attorney shall in no way derogate from the appointment provided in the Declaration.

ARTICLE VIII

By-Laws

Section 8.1. Amendments. These By-Laws may be amended by the Board of Administrators at a duly constituted meeting for such purpose or at a meeting of co-owners called for such purpose and approved by co-owners representing an aggregate interest of at least three-fourth percent (75%) of the general common elements. The

notice of such meeting shall contain a summary of the proposed changes or a copy of such proposed changes. The Developer may amend the By-Laws as provided in the Declaration (paragraph 9(f)).

ARTICLE IX

MORTGAGES

Section 9.1. Notice to Association. A co-owner who mortgages his unit shall notify the Association through the Managing Agent, if any, or the President of the Board of Administrators, giving the name and address of his mortgagee. The Association shall maintain such information in a book or list entitled "Mortgagees of Units."

Section 9.2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

ARTICLE X

EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS AND REQUIRED PROXIES

Section 10. 1. Proof of Ownership. Any person on becoming a co-owner of a condominium unit shall furnish to the Managing Agent or Board of Administrators a photocopy of a certified copy of the recorded instrument vesting that person with an interest or ownership, which instrument shall remain in the files of the Association. A member shall not be deemed to be in good standing nor shall he be entitled to vote at any annual or at a special meeting of members unless this requirement is first met.

Section 10.2. Registration of Mailing Address. The co-owners of each condominium unit shall have one and the same registered mailing address to be used by the Association for mailing of statements, notices, demands and all other communications; and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of a condominium unit co-owner shall be furnished by such co-owner to the Secretary within five (5) days after transfer of title; such registration shall be in written form and signed by all of the co-owners of the condominium unit or by such persons as are authorized by law to represent the interests of the co-owner thereof. If no such address is registered, then the address of the unit shall be the registered address until another registered address is furnished as permitted under this Section. Registered addresses may be changed from time to time by similar designation.

Section 10.3. Completed Requirement. The requirements contained in this Article shall be first met before a co-owner of a condominium unit shall be deemed in good standing and entitled to vote at any annual or special meeting of members.

ARTICLE XI

COMPLIANCE

Section 11.1. Nebraska Condominium Property Act. These By-Laws are intended to comply with the requirements of the Nebraska Condominium Property Act. If any of these By-Laws conflict with the provisions of said statute, the provisions of the statute will apply. If any of these By-Laws conflict with any provisions of the Declaration, the provisions of the Declaration will apply.

ARTICLE XII

NONPROFIT CORPORATION

Section 12.1. Nonprofit Corporation. This Association is not organized for profit. No member, member of the Board of Administrators or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Administrators. The foregoing, however, shall neither prevent nor restrict the following:
(1) reasonable compensation may be paid to any board member while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) any board member may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XIII

SEAL

Section 13.1. The corporate seal shall consist of concentric circles with the name of the corporation and the word "Nebraska" between and with the word "Seal" in the center.

ARTICLE XIV

Section 14.1. Fiscal Year. The fiscal year of the Association shall begin on January 1 and end on December 31 of such year.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals at Lincoln, Nebraska, this 2nd day of April, 1982.

INITIAL MEMBERS OF THE BOARD OF ADMINISTRATORS OF WINDSOR SQUARE CONDOMINIUM ASSOCIATION, INC.

By William T. Kimball
WILLIAM T. KIMBALL

Richard W. Smith
RICHARD W. SMITH

Robert G. Boekel
ROBERT G. BOEKEL

1802

NEBRASKA } SS
County } Microfilmed for record in the
County, the 1st day of April 1982
1:35 o'clock P.M. File No. 82-1802
21 00
County Clerk Deputy

CLERK OF DISTRICT COURT } SS
82-10 at page 223
Date 7/10
April 1, 1982

ARTICLES OF INCORPORATION
OF
WINDSOR SQUARE CONDOMINIUM ASSOCIATION, INC.

For the purpose of forming a nonprofit corporation pursuant to the provisions of the Nebraska Nonprofit Corporation Act, §21-1901 through §21-19,109, R.R.S. 1943, the undersigned have made, signed and acknowledged the following articles:

ARTICLE I

Name

The name of the corporation shall be: WINDSOR SQUARE CONDOMINIUM ASSOCIATION, INC. ("Association").

ARTICLE II

Duration

The period of duration of this corporation shall be perpetual.

ARTICLE III

Purposes

The business, objectives and purposes for which the corporation is formed are as follows:

- A. To be and constitute the Association to which reference is made in the Master Deed and Declaration (hereinafter referred to as the "Condominium Declaration"), recorded in the office of the County Clerk and Recorder of Lancaster County, Nebraska, relating to a condominium ownership project (hereinafter referred to as the "Condominium") in Lancaster County, Nebraska, and to perform all obligations and duties of the Association, as specified therein.
- B. To provide an entity for the furtherance of the interest of the co-owners of condominium units in the Condominium.

ARTICLE IVPowers

In furtherance of its purposes, but not otherwise, the corporation shall have the following purposes:

A. All of the powers conferred upon nonprofit corporations by the common law and the statutes of the State of Nebraska in effect from time to time.

B. All of the powers necessary or desirable to perform the obligations and duties and exercise the rights and powers of the Association under the Condominium Declaration, including, without limitation, the following powers:

1. To make and collect assessments against members for the purpose of defraying the costs, expenses and any losses of the Association, or of exercising its powers or of performing its functions.

2. To manage, control, operate, maintain, repair, and improve common elements, as defined in the Nebraska Condominium Property Act and the Condominium Declaration.

3. To enforce covenants, restrictions or conditions affecting any property to the extent the Association may be authorized under any such covenants, restrictions or conditions, and to make and enforce rules and regulations for use of the Condominium.

4. To engage in activities which will actively foster, promote and advance the common ownership interests of co-owners of condominium units within the Condominium.

5. To buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal with and in, real, personal, and mixed property of all kinds, and any right of interest therein, for any purpose of the Association.

6. To borrow money for any purpose of the Association, limited in amount or in other aspects as may be provided in the By-Laws of this Association.

7. To enter into, make, perform or enforce contracts of every kind and description, and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association, with or in association with any person, firm, association, corporation or other entity or agency, public or private.

8. To act as agent, trustee, or other representative of other corporations, firms and individuals, and as such to advance the business or ownership interests of such corporations, firms or individuals.

9. To adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Association, provided, however, that such By-Laws may not be inconsistent with or contrary to any provisions of the Condominium Declaration.

10. The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article IV are independent powers, not to be restricted by reference or inference from the terms of any other paragraph or provisions of this Article IV.

ARTICLE V

Memberships

This corporation shall be a membership corporation without certificates or shares of stock. There shall be one class of membership, and there shall be one membership in the corporation for each co-owner of a condominium unit within the Project as defined in the Condominium Declaration. An owner is defined in the Condominium Declaration as the individual, individuals, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns one or more condominium units or an undivided interest therein. The total number of memberships shall not exceed the number of Condominium Units.

All members shall be entitled to vote on all matters. Cumulative voting is prohibited. No person or entity other than a co-owner of a condominium apartment may be a member of the corporation.

If title to a condominium unit is held by more than one person or by a firm, corporation, partnership, association or other legal entity, or any combination thereof, such co-owners shall execute a proxy appointing and authorizing one person or alternate persons to attend all annual and special meetings of members and thereat to cast whatever vote the owner himself might cast if he were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law. Within thirty (30) days after such revocation, amendment or termination thereof, the co-owner shall reappoint and authorize one person or alternate persons to attend all annual and special meetings as is provided in this paragraph.

A membership in the corporation and the share of a member in the assets of the corporation shall not be assigned, encumbered or transferred in any manner except as an appurtenance to transfer of title to the condominium apartment to which the membership pertains. The rights of membership may be assigned to the holder of a mortgage, deed of trust, or security instrument on a condominium apartment, however, as security for a loan secured by a lien on such condominium unit.

A transfer of membership shall occur automatically upon the transfer of title to the condominium unit to which the membership pertains. The By-Laws of the Association may, however, contain reasonable provisions and requirements with respect to recording such transfers on the books and records of the corporation.

The corporation may suspend the voting rights of a member for failure to comply with rules and regulations or the By-Laws of the corporation or with any other obligations of the co-owners of a condominium apartment under the Condominium Declaration or agreement created thereunder.

The By-Laws may contain provisions, not inconsistent with the foregoing setting forth the rights, privileges, duties and responsibilities of the members.

ARTICLE VI

Board of Administrators

The business and affairs of the corporation shall be conducted, managed, and controlled by a Board of Administrators, also known as Board of Directors.

The Board of Administrators shall consist of not less than three (3) nor more than seven (7) members, the specific number to be set forth from time to time in the By-Laws of the corporation. In the absence of any provision to the contrary in the By-Laws, the Board shall consist of three (3) members.

The method of election and the term of office of members of the Board of Administrators shall be determined by the By-Laws.

Administrators may be removed and vacancies on the Board of Administrators shall be filled in the manner to be provided in the By-Laws.

The names and addresses of the members of the first Board of Administrators who shall serve until the first election of Administrators by the members and until their successors are duly elected and qualified are as follows:

<u>Name</u>	<u>Address</u>
R. G. Boekel	410 Building 410 17th Street, Suite 1870 Denver, Colorado 80202
William T. Kimball	800 South 13th Street Lincoln, Nebraska 68508
Richard W. Smith	1500 Sharp Building Lincoln, Nebraska 68508

Any vacancies in the Board of Administrators occurring before the first election of Administrators by members shall be filled by the remaining Administrators.

ARTICLE VII

Officers

The Board of Administrators may appoint a President, one or more Vice-Presidents, a Secretary, a Treasurer, and such other officers as the Board believes will be in the best interests of the corporation. The officers shall have such duties as may be prescribed in the By-Laws of the corporation and shall serve at the pleasure of the Board of Administrators.

ARTICLE VIII

Conveyances and Encumbrances

Corporate property may be conveyed or encumbered by authority of the Board of Administrators or such person or persons to whom such authority may be delegated by resolution of the Board. Conveyances or encumbrances shall be by instrument executed by the President or a Vice-President and by the Secretary or the Treasurer or an Assistant Secretary or Assistant Treasurer, or executed by such other person or persons to whom such authority may be delegated by the Board.

ARTICLE IXInitial Registered Office and Agent

The initial registered office of the corporation will be 800 South 13th Street, Lincoln, Nebraska, and the Initial Registered Agent shall be William T. Kimball, at that same address.

ARTICLE XIncorporation

The incorporators of this corporation and their addresses are as follows:

<u>Name</u>	<u>Address</u>
William T. Kimball	800 South 13th Street Lincoln, Nebraska 68508
Richard W. Smith	American Charter Center 1500 Sharp Building Lincoln, Nebraska 68508

ARTICLE XIDissolution

In the event of the dissolution of this corporation, either voluntarily by the members hereof, by operation of law, or otherwise, then the assets of this corporation shall be deemed to be owned by the members in proportion to each member's ownership of the common elements of the Condominium.

ARTICLE XIIAmendments

Amendments to these Articles of Incorporation shall be adopted, if at all, in the manner as set forth in §§21-1932, 21-1933, 21-1934, 21-1935 and 21-1936, R.R.S. 1943; provided, however, that no amendment to the Articles of Incorporation shall be contrary to or inconsistent with any provision of the Condominium Declaration.

ARTICLE XIII

Indemnification

The corporation shall indemnify against loss or liability any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an incorporator, member of the Board of Administrators, officer, employee or agent of the corporation against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The foregoing right to indemnification shall include a right to defense against any such alleged liability, and to reimbursement of the amounts paid and expenses incurred in settling, compromising or otherwise adjusting any such action, suit or proceeding, when such disposition thereof appears to be in the best interests of the corporation, and such right of indemnification shall not be exclusive of, but shall specifically include all other rights to whom such incorporator, member of the Board of Administrators, officer, employee or agent of the corporation may be entitled as a matter of law.

Executed this 26th day of March, 1982.

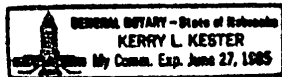
William Kimball
Richard W. Smith

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 26th day of March, 1982, by William Kimball and Richard W. Smith.

WITNESS my hand and official seal.

My Commission Expires: June 27, 1985



Kerry L. Kester
Notary Public

index to drawings

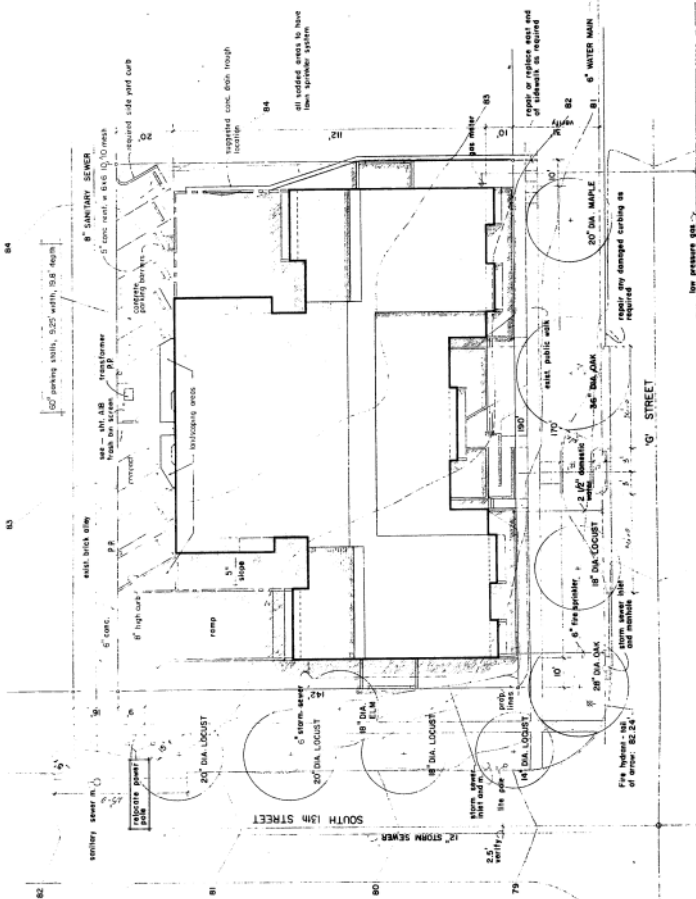
- A1 SITE & GRADING PLAN
- A2 UNDERGROUND PARKING PLAN
- A3 WHIRLPOOL PLAN & DETAILS
- A4 LEVEL ONE FLOOR PLAN
- A5 LEVEL TWO FLOOR PLAN
- A6 LEVEL THREE FLOOR PLAN
- A7 BUILDING SECTION & DETAILS
- A8 BUILDING SECTION & DETAILS
- A9 WEST, NORTH ELEVATIONS
- A10 SOUTH ELEVATION, WINDOW, DOOR SCHEDULES
- A11 BUILDING WALL SECTIONS
- A12 STAIR SECTION, PARTY WALL SECTION
- A13 WINDOW DETAILS
- A14 CLEARSTORY, COMPRESSOR ENCLOSURE DETS
- A15 ELEVATOR & OVERHEAD DOOR SECTIONS
- A16 FIREPLACE SECTION, LOFT PLANS
- A17 CABINET ELEVATIONS
- S1 FOOTING PLAN, COLUMN & PAD SCHEDULES
- S2 LEVEL ONE FLOOR FRAMING, DETAILS
- S3 LEVEL TWO, THREE FLOOR FRAMING, DETAILS
- S4 STRUCTURAL DETAILS
- S5 CONC BEAM & SLAB REINF DIAGRAMS
- M1 GARAGE EXHAUST SYSTEM & HEATING
- M2 LEVEL ONE MECHANICAL, PLUMBING RISERS
- M3 LEVEL TWO MECHANICAL PLAN
- M4 LEVEL THREE MECHANICAL PLAN
- M5 PLUMBING DRAINAGE RUNS
- M6 GARAGE DRAINAGE SYSTEM
- E1 GARAGE ELECTRICAL PLAN
- E2 LEVELS ONE - THREE ELECTRICAL PLAN
- E3 LOFT ELECTRICAL, ELECTRICAL RISER
- A18 CORRIDOR ELEVATIONS
- A19 ROOM FINISH SCHEDULE, EAST ELEVATION
- F1 SUPPLEMENTARY
- F2 SUPPLEMENTARY

legal

LOTS 7,8,9 AND WEST 40' LOT 10, BLOCK 150
ORIGINAL PLAT

Windsor square condominiums

lincoln nebraska



WINDSOR SQ. CONDOMINIUMS
LINCOLN NEBRASKA

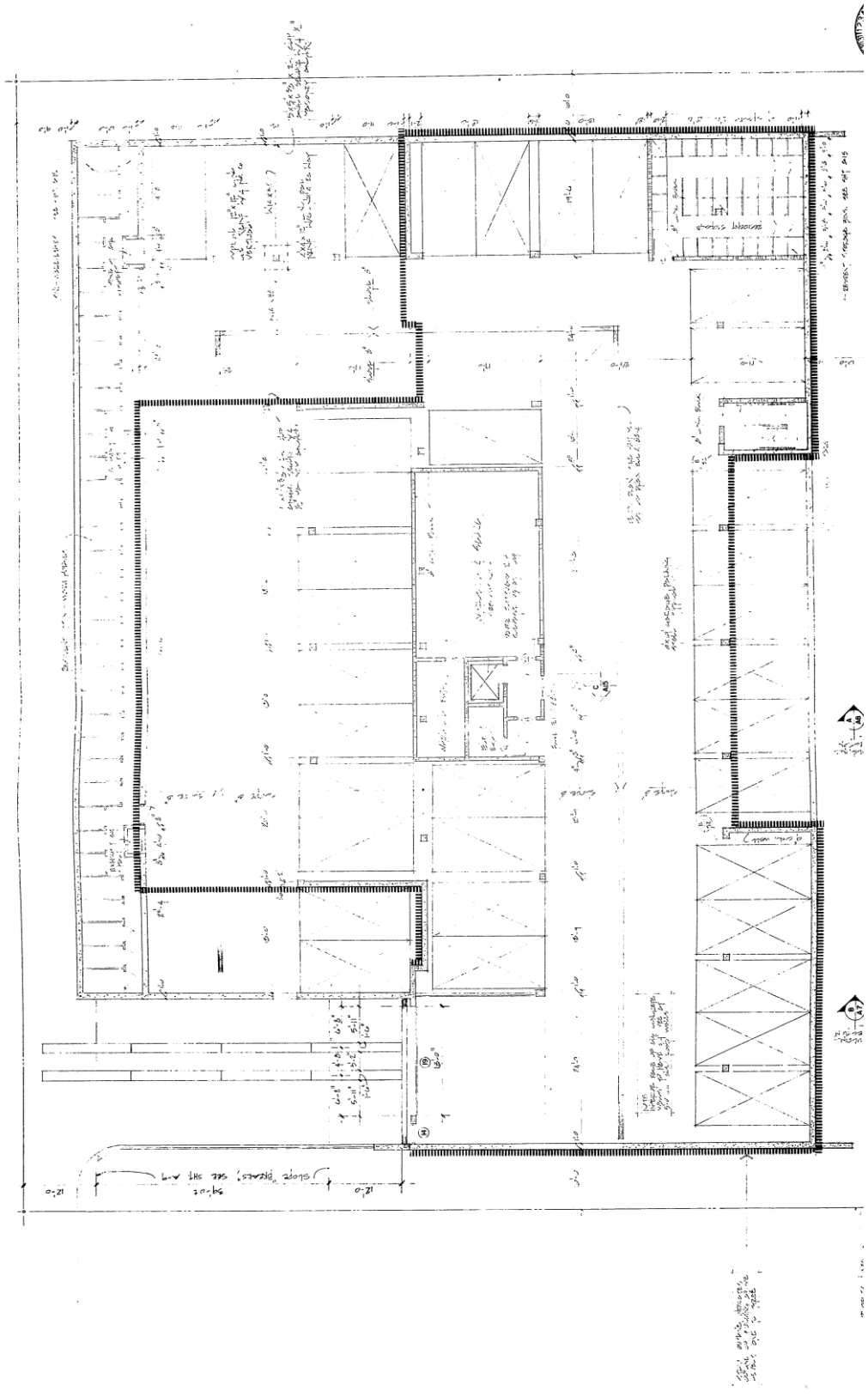
John B. Hilsen and associates architects
see north corner hereford
lincoln nebraska 68503

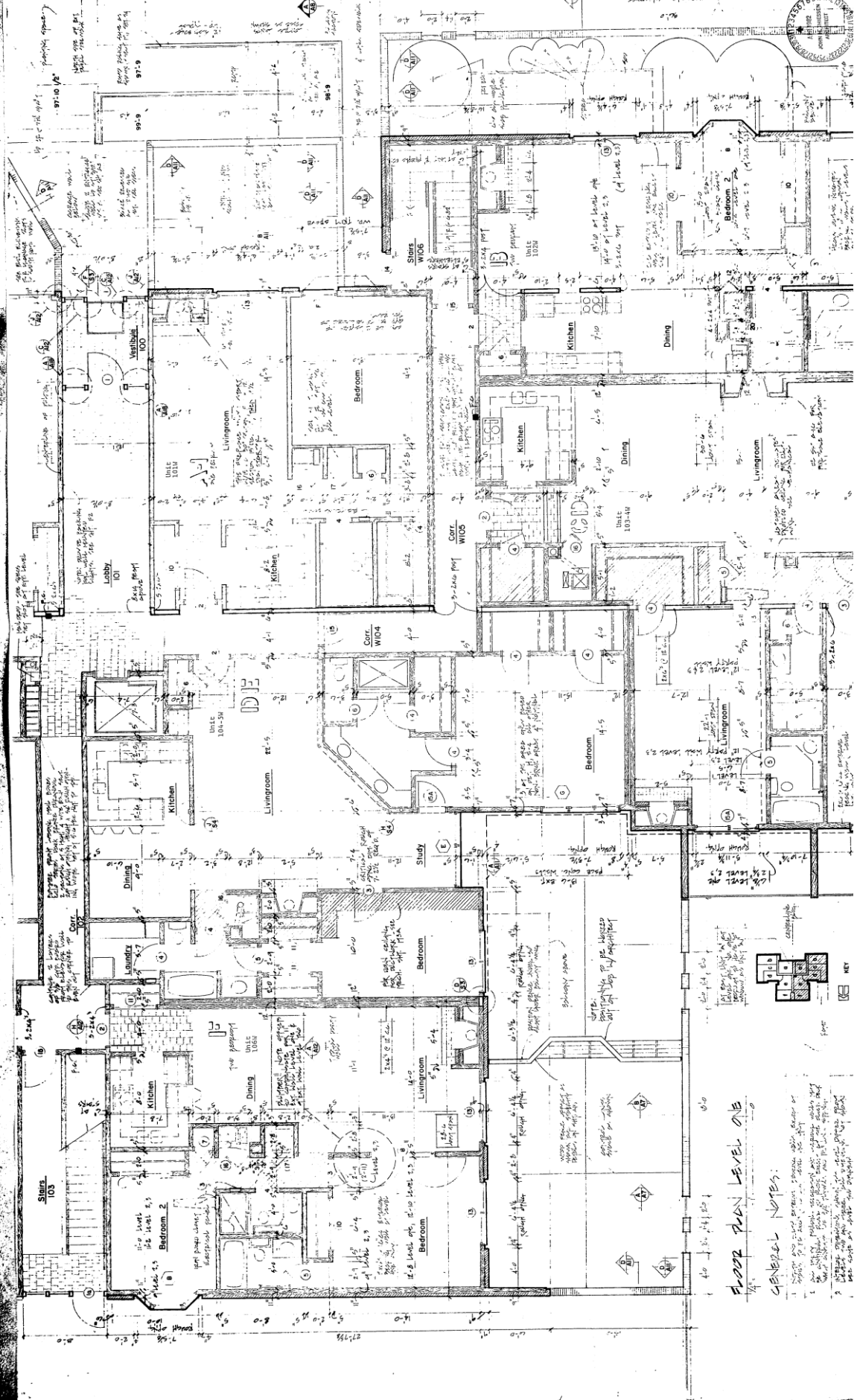
jhr



John H. Hiessen and associates architects
 lincoln nebraska offices
 see north corner northeast

WINDSOR SQ. CONDOMINIUMS
 LINCOLN NEBRASKA





FLOOR PLAN LEVEL ONE

GENERAL NOTES:

1. VERIFY ALL DIMENSIONS, ROOMS, WALLS, AND DOORS WITH THE ARCHITECT BEFORE CONSTRUCTION.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. VERIFY ALL DIMENSIONS, ROOMS, WALLS, AND DOORS WITH THE ARCHITECT BEFORE CONSTRUCTION.
4. VERIFY ALL DIMENSIONS, ROOMS, WALLS, AND DOORS WITH THE ARCHITECT BEFORE CONSTRUCTION.

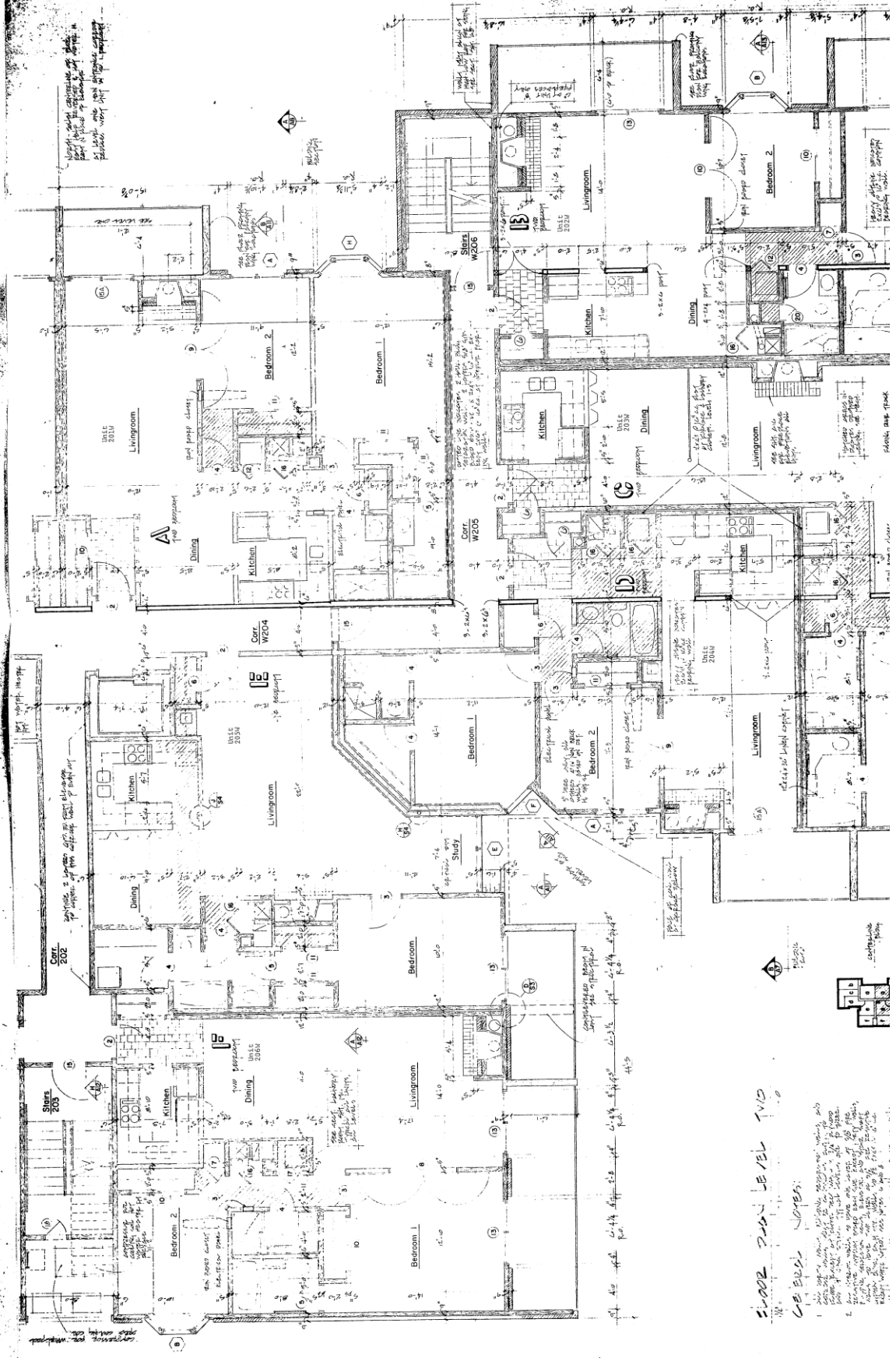




John B. Hiesgen and Associates Architects
 Lincoln Nebraska 68508
 See north corner bookcase

WINDSOR SQ. CONDOMINIUMS
 LINCOLN

Page 6 of 9 (EXHIBIT "B")
 Attached to Master Deed



FLOOR PLAN LEVEL TWO
GENERAL NOTES:

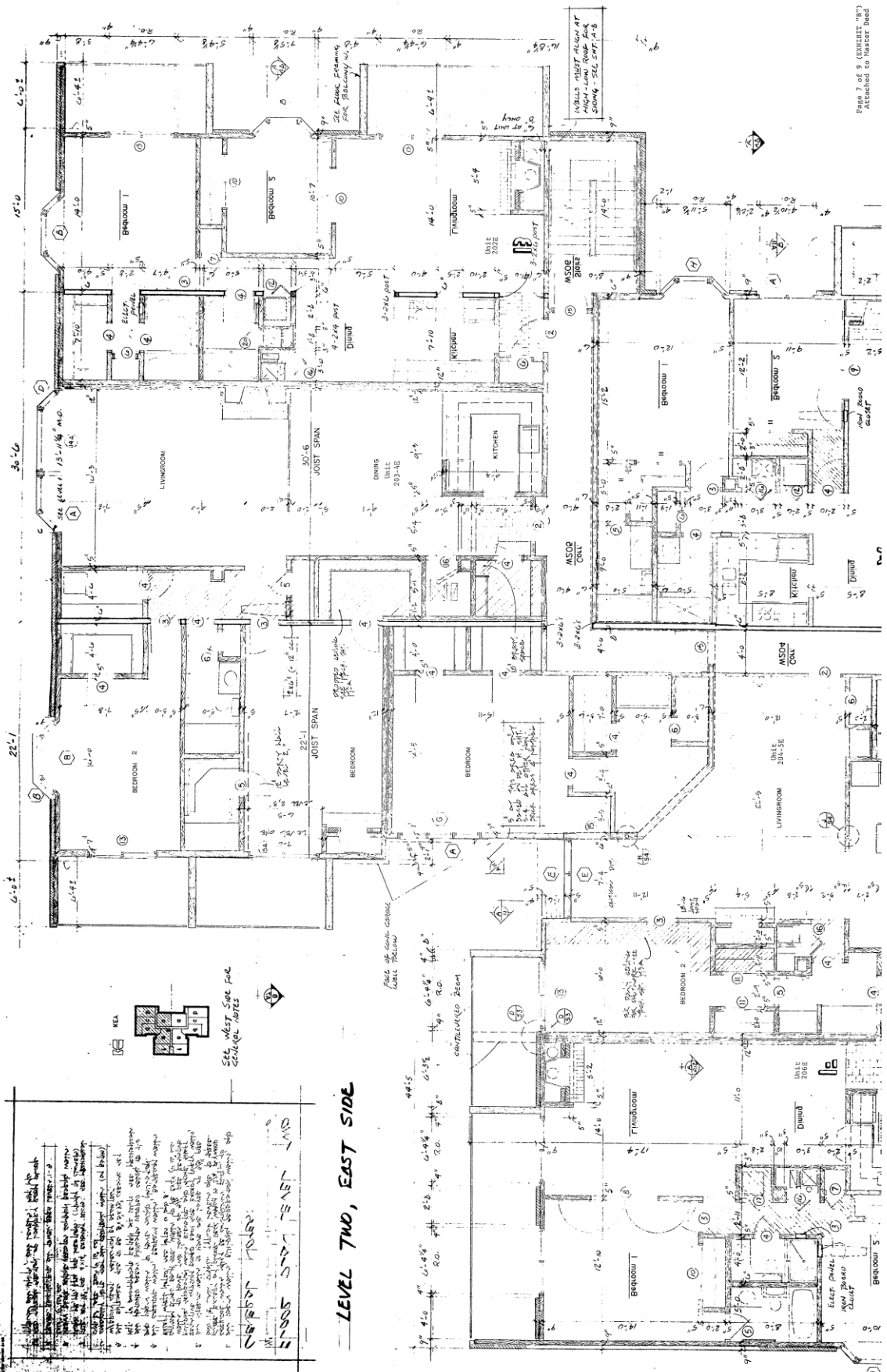
1. All dimensions are in feet and inches unless otherwise noted.
2. All doors are to be swing out unless otherwise noted.
3. All windows are to be double hung unless otherwise noted.
4. All walls are to be 1/2" thick masonry unless otherwise noted.
5. All floors are to be finished with carpet unless otherwise noted.
6. All ceilings are to be finished with acoustic tile unless otherwise noted.
7. All electrical outlets are to be 15 amp, 120 volt, single phase.
8. All lighting fixtures are to be recessed unless otherwise noted.
9. All plumbing fixtures are to be standard unless otherwise noted.
10. All kitchen cabinets are to be standard unless otherwise noted.
11. All bathroom fixtures are to be standard unless otherwise noted.
12. All bedrooms are to be furnished with a bed, dresser, and mirror.
13. All living rooms are to be furnished with a sofa, coffee table, and end table.
14. All dining areas are to be furnished with a table and chairs.
15. All kitchens are to be furnished with a sink, stove, and refrigerator.
16. All studies are to be furnished with a desk and chair.
17. All breakfast rooms are to be furnished with a table and chairs.
18. All terraces are to be finished with concrete and have a railing.



MECHANICAL, FIRE & ELECTRICAL

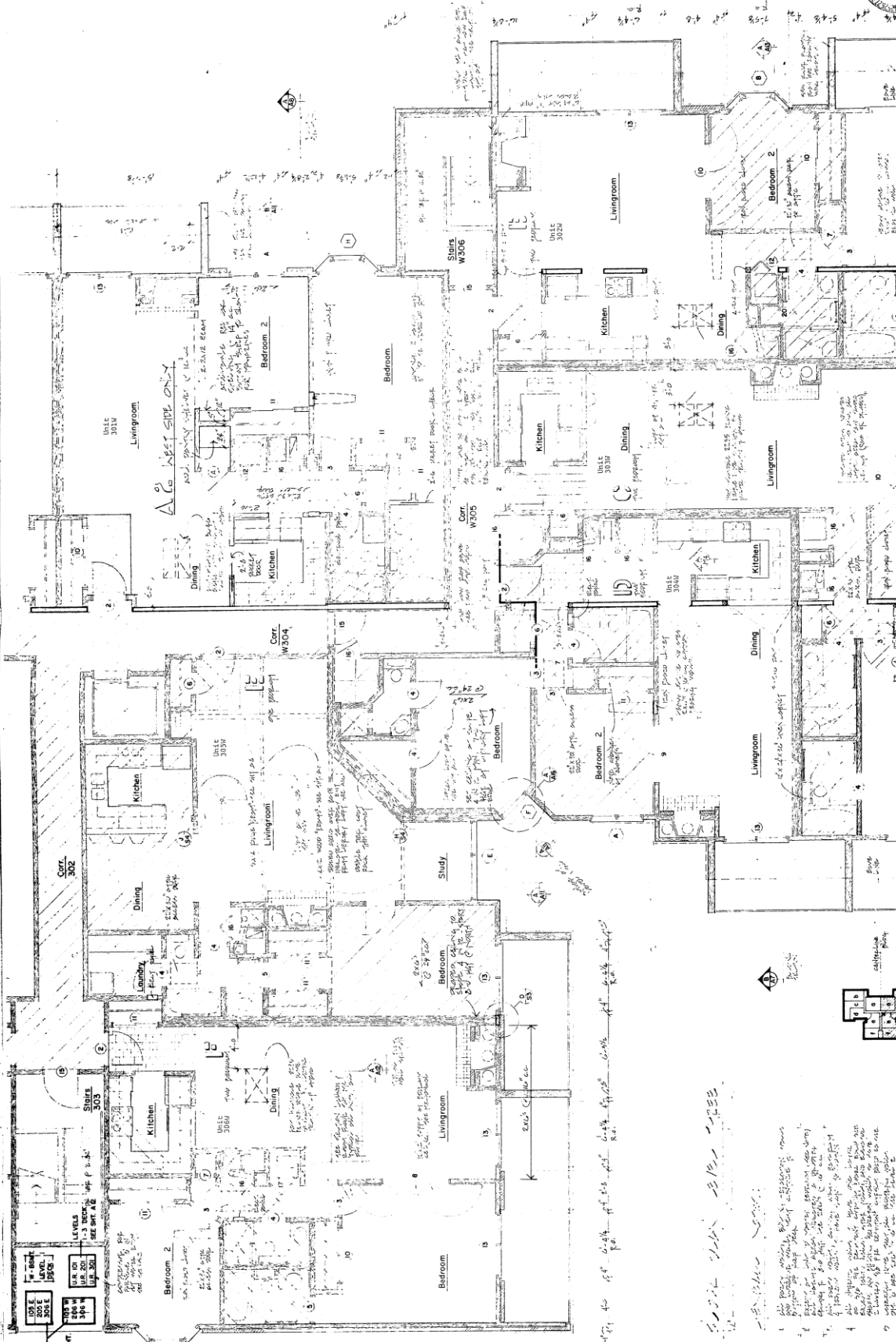
SEE NEXT SHEET FOR
LEVEL 7ND, EAST SIDE

MINIMUM 20' COMMODITY



SEE NEXT SHEET FOR
LEVEL 7ND, EAST SIDE

LEVEL 7ND, EAST SIDE



UNITS
LEVELS 1-3
DEVELOPER'S
AC

3012	3013	3020	3021	3022	3023	3024	3030	3031	3032	3033	3034	3035	3036	3037	3038	3039	3040	3041	3042	3043	3044	3045	3046	3047	3048	3049	3050	3051	3052	3053	3054	3055	3056	3057	3058	3059	3060
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1. All units to be finished with carpet, walls, and ceiling.
2. All units to be finished with kitchen cabinets, countertop, and sink.
3. All units to be finished with bathroom fixtures, including toilet, sink, and shower.
4. All units to be finished with floor coverings, including carpet and tile.
5. All units to be finished with lighting fixtures and electrical outlets.
6. All units to be finished with doors and windows.
7. All units to be finished with paint.



John H. Johnson and Associates Architects
 220 North Center Parkway
 Chicago, Illinois 60610

WINDSOR 20 CONDOMINIUM
 CHICAGO, ILLINOIS



LEVEL 3, EAST HALF

