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RESTATED AND AMENDED  
MASTER DEED AND DECLARATION CREATING  
A HORIZONTAL PROPERTY REGIME FOR  
BLOOMFIELD TOWNHOMES, a Condominium Property Regime

This Restated and Amended Master Deed and Declaration made this 11th day of DECEMBER, 1987, by the lawful successors to Bloomfield Venture, a Nebraska joint venture (hereinafter called "Developer or Declarant"), for itself, its successors, grantees and assigns.

W I T N E S S E T H:

I.

PURPOSE AND NAME

The undersigned representing the requisite number of Owners to do so hereby execute this Restated and Amended Master Deed and Declaration amending the Master Deed and Declaration creating Bloomfield Townhomes Property Regime, dated May 20, 1983 and recorded at Book 1713, Page 219 in the office of the Douglas County Register of Deeds. The purpose of this Restated and Amended Master Deed and Declaration is to create a Horizontal Property Regime for the lands described herein and the property built thereon (hereinafter referred to as the "Property"), in the manner provided by Secs. 76-801 through 76-824, R.R.S. of Nebraska as amended and reissued, and Secs. 76-825 through 76-894, as amended, and the name by which this Horizontal Property Regime is to be identified is Bloomfield Townhomes, a Condominium Property Regime (or sometimes herein called "Townhomes" or "Regime").

II.

PROPERTY SUBMITTED

The lands owned by the Developer which are hereby submitted to the Regime are described as follows:

TRACT A: A portion of that certain 15.84 acre tract conveyed to the Villas Corporation by Duchesne College & Convent of the Sacred Heart under Corporation Warranty Deed, dated April 29, 1972, and recorded May 9, 1972, in Book 1454 at Page 515 of Deed Records of Douglas County, Nebraska, said portion being described as follows (references in the following description to "property line" refer to the property lines of the said 15.84 acre tract), to-wit:

Beginning at a point 305 feet North and 468.6 feet West of the East One-Quarter corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska; thence North, parallel

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to the East line of the Northeast Quarter of said Section 16, a distance of 683.90 feet to a point on the South line of Lot 8, Meadowbrook Addition; thence North  $89^{\circ}55'00''$  West along the South line of Lots 8, 7, 6 and 5, said Meadowbrook Addition, a distance of 360 feet; thence South, parallel to the East line of the Northeast Quarter of Section 16, a distance of 521.81 feet; thence left  $12^{\circ}29'$  in a southeasterly direction, a distance of 262 feet; thence left  $77^{\circ}30'$  and parallel to the South property line a distance of 213.3 feet; thence left  $90^{\circ}01'$  and parallel to the East property line, a distance of 93 feet; thence right  $90^{\circ}01'$  and parallel to the South property line, a distance of 90 feet to the point of beginning; except a parcel thereof, more particularly described as follows:

Beginning at a point 212 feet North and 558.6 feet West of the East Quarter-Corner of said Section 16; thence,  $N89^{\circ}59'W$  a distance of 213.3 feet; thence,  $N12^{\circ}29'W$  a distance of 92.19 feet; thence  $S89^{\circ}59'E$  a distance of 89.93 feet; thence  $S0^{\circ}E$  a distance of 70 feet; thence  $S89^{\circ}59'E$  a distance of 143.3 feet; thence  $S0^{\circ}E$  a distance of 20 feet to the point of beginning. In this description the East line of said Section 16, Township 15 North, Range 12 East is assumed to lie in a true North-South direction;

Together with an additional parcel described as follows:

Beginning at a point 180 feet North and 558.6 feet West of the East Quarter Corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska; thence Northerly and parallel to the present East property line of The Summit Condominium Property Regime a distance of 125 feet; thence Easterly and parallel to the present South property line of said Regime, a distance of 90 feet; thence Southerly along the present East property line of said Regime a distance of 125 feet; thence Westerly along the present South line of said Regime, a distance of 90 feet to the point of beginning;

Together with all of Seller's right, title and interest in and to that certain 100 foot perpetual easement for ingress and egress to the property herein being conveyed, which was originally granted by Duchesne College & Convent of the Sacred Heart for the benefit of all persons having an interest in the 15.84 acre tract, by an

instrument dated April 29, 1972 and recorded May 9, 1972 in Miscellaneous Records, Book 509 at Page 699; and

All of Seller's right, title and interest in and to certain permanent easements over and right to use the property described as Parcel E for purposes of ingress and egress and for installation, use, maintenance and relocation of utilities, and right of ingress and egress over a portion of Parcels C & D, all as granted to trustees in Warranty Deed, dated May 20, 1978, recorded in Book 1598 of Deeds at Page 518, Register of Deeds, Douglas County, Nebraska.

Subject to all rights of other parties in all easement areas.

TRACT B: A part of the East  $\frac{1}{2}$  of Section 16 - Township 15 North, Range 12 East of the 6th P.M. more particularly described as follows:

Commencing at the East  $\frac{1}{2}$  corner of said Section 16-15-12; Thence North 0°-00'-00" East along the East line of said Section 16-15-12 a distance of 670.00 feet; Thence North 89°-58'-20" W a distance of 388.40 feet to the True point of beginning; Thence continuing North 89°-58'-29" W a distance of 80.00 feet; Thence North 00°-04'-51" East a distance of 318.81 feet to the South line of Meadowbrook Addition to the City of Omaha; Thence South 89°-52'-05" East along said South line of Meadowbrook Addition a distance of 80.00 feet; Thence South 00°-04'-51" West a distance of 318.66 feet to the True point of beginning. Containing 25,498.80 square feet or 0.585 acres more or less.

NOTE: In the above description, the East line of Section 16-15-12 is assumed to lie in a true North and South direction.

### III.

#### DEFINITIONS

Except as hereinafter noted, the definitions set forth in Sections 76-802 and 76-827, R.R.S. of Nebraska shall govern this Master Deed and the By-Laws, attached hereto as Exhibit "C" and by this reference incorporated herein.

(a) "Lot" shall mean the same as apartment or townhome unit, and shall refer to the horizontal planes designated on the exhibits attached hereto and shall be designated as all of the plot shown and numbered on Exhibit A, together with

the fixtures as may from time to time be erected thereon as shown on Exhibit "A". The boundaries are the horizontal boundaries of the plots as shown on Exhibit "A".

(b) "Townhome" shall mean the entire townhome project including all buildings, land and other improvements upon the land as set forth in this Master Deed as a part of the Regime.

(c) "Common Elements" shall include, all of the Property described in Paragraph II above, excluding the Lots as shown on Exhibit "A" and also excluding any buildings erected thereon. Such Property shall include all streets and parking areas.

(d) "Owner" shall mean the Declarant or other person who owns a Lot, but does not include a person having an interest in a Lot solely for an obligation.

#### IV.

##### DESCRIPTION OF REGIME & VALUES

The Regime will consist of twenty-four (24) Lots, which may only be used for residential purposes. The Regime will also include parking areas, gardens and landscaping. The locations of each Lot are more particularly described in the building plans which are attached hereto, marked Exhibit "A", and by this reference made a part hereof.

The total number of votes of the entire Regime is 48 votes. The Developer shall be entitled to vote, 2 votes for each Lot. The percentage of each Lot's share in the expenses of, and the rights in, Common Elements, the basic value of each Lot and the vote each Lot Owner(s) is entitled to is attached hereto and marked Exhibit "B".

#### V.

##### PARTY WALLS AND SHARED ROOFS

Each wall and/or roof which is built as a part of the original construction of the homes upon the properties and which forms a common wall or roof dividing or benefitting two dwelling units shall constitute a party wall (or as applicable "party roof"), and, to the extent not inconsistent with this paragraph, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

The cost of reasonable repair and maintenance of party walls and roofs shall be shared equally by the Owners of each Lot using the same.

If a party wall or roof is destroyed or damaged by fire or other casualty, any Owner who has used it may restore it, and if the other Owners thereafter make use of it, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

#### VI.

##### MAINTENANCE

Except as provided herein by the Association, each Owner shall be responsible for the maintenance and repair (including interior and exterior) of all buildings and fixtures located on his Lot. Maintenance to the buildings and fixtures shall be done at such time and in such manner as is necessary to maintain harmony with the external design and location in relation to the surrounding structures and topography. In an effort to enhance and protect the value, desirability and attractiveness of the Property, the Association may elect to demand maintenance by an Owner who fails to maintain the buildings and fixtures on his Lot. If the Owner fails to comply with the demand within thirty (30) days, the Association may direct that the work be done at the Owner's expense and assess the cost thereof against the Lot as well as proceed at law or equity against the Owner to collect the cost of the improvements.

The Association shall have the sole jurisdiction over the responsibility of painting the exterior walls and cleaning the exterior of all windows of all buildings located upon the Lots. The frequency of such efforts shall be at the discretion of the Association Board except that windows shall be cleaned not less than once each spring and fall. The Association shall maintain all of the grounds, including lawn, trees, shrubs and other plant material; except for the plant material on the courtyards on the rear or side of a building located upon a Lot which shall be maintained by the Owner of the Lot. The expenses incurred by the Association in connection with such maintenance shall be common expenses.

#### VII.

##### COVENANTS, CONDITIONS AND RESTRICTIONS

The following covenants, conditions and restrictions relating to this Regime shall run with the land and bind all Owners, tenants of such Owners, employees and any other persons who use the Regime, including the persons who acquire the interest of any Owner through foreclosure, enforcement of any lien or otherwise:

- (a) Bloomfield Townhomes, Inc. ("Association"), which is a Nebraska non-profit corporation, has been incorporated to provide a vehicle for the management of the Regime. Each

Owner shall automatically be deemed a member of said Association. The By-Laws of said Association, and as the same shall be amended from time to time, are also the By-Laws of this Regime.

(b) The Common Elements are for the use and enjoyment of all owners.

(c) The ownership of the Common Elements shall remain undivided, and no person or Owner shall bring any action for the partition or division of the Common Elements. The Association shall from time to time establish rules and regulations for the use of the Common Elements, and all Owners and users shall be bound thereby. The Association shall have the sole jurisdiction over the responsibility of making alterations, improvements, repairs and maintenance of the Common Elements. The share of an Owner in a Common Element is appurtenant to his Lot and inseparable from Lot ownership. Assessments against Owners for insurance, Common Element expenses, reserves and for other expenses incurred by the Association shall be made pursuant to the By-Laws. Assessments not paid within a ten (10) day period when due shall bear interest at the highest legal interest rate at which individuals may contract from due date until paid. If any Owner shall fail or refuse to make any payment of such assessment when due, the amount thereof plus interest shall constitute a lien upon Owner's interest in his Lot and in the property, as defined in 76-874 of R.R.S. Nebraska, 1943, (Reissue 1986) and upon the recording of such lien by the Association in the Register of Deeds of Douglas County, Nebraska, such amounts shall constitute a lien prior and preferred over all other liens and encumbrances except assessments, liens and charges for taxes due and unpaid on the Lot and except prior duly recorded mortgage and lien instruments.

(d) Each Owner shall be responsible:

Except as herein provided by the Association, to furnish and be responsible for, at his own expense, all maintenance of, repairs and replacements to all fixtures and buildings located upon his Lot. Maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of and shall be furnished by the Association. The cost of maintenance of, repairs to and replacements within the Common Elements shall be part of the common expenses, subject to the By-Laws, and rules and regulations of the Association. At the discretion of the Association, the Association may direct Owners who stand to be benefitted by such maintenance of, repairs to or replacements within the Common Elements to arrange for such maintenance, repairs and replacements in the name and for the account of such benefitted Owners, pay the cost thereon with their own funds, and procure and deliver to the Association such lien waivers

and contractor's and sub-contractor's sworn statements as may be required to protect the Property from all mechanic's or materialmen's lien claims that may arise therefrom.

Each Owner, at his own expense, shall furnish and be responsible for all repairs, maintenance or construction within his own Lot and all such repairs, maintenance or construction shall be done in accordance with the covenants, restrictions and provisions contained within this Master Deed and By-Laws, as amended from time to time. Decorating of the Common Elements shall be furnished by the Association as part of the common expenses.

If due to the act of neglect of an Owner, or his agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to the Common Elements or to a Lot or Lots owned by others, or maintenance, repair or replacement are required which would otherwise be a common expense, then such Owner shall pay for such damage or such maintenance, repair, and replacements, as may be determined by the Association, however, the provisions of this paragraph are subject to any of the provisions of these documents providing for waiver of subrogation rights with respect to casualty damage insured against under the policies of insurance maintained by the Association.

The authorized representatives of the Association or Board, or the Managing Agent with approval of the Association, shall be entitled to reasonable access to the individual Lots as may be required in connection with the preservation of any individual Lot in the event of any emergency, or in connection with maintenance of, repairs or replacements within the Common Elements, or any equipment, facilities or fixtures affecting or serving other Lots or Common Elements, and to make any alteration required by any governmental authority.

Except as provided in this paragraph, no alteration of any Common Elements or any additions or improvements thereto shall be made by any Owner without the prior written approval of the Association. The Association may authorize and charge as common expenses, alterations, additions and improvements of the Common Elements as provided by the By-Laws.

No building or structure shall be altered, built, constructed, improved or otherwise maintained on any Lot without the written approval of the Association through its Architectural Control Committee, as to general appearance, so that its appearance and condition is in harmony with the external design and location in relation to the surrounding structures and topography.



(e) Each Lot shall be used and occupied only by one (1) family, its servants and guests, as a residence and for no other purpose. A family shall be defined as individuals related by blood or marriage plus up to 2 non-relatives. No Lot may be subdivided into a smaller Lot or any portion thereof sold or transferred without first amending this Master Deed by the approval of at least 13 Lot Owners. Any two or more adjoining Lots may be combined for construction of a single home.

(f) No practice or use shall be permitted on the Regime or in any Lot which shall be an annoyance to other Owners or residents of the area or which shall interfere with their peaceful use and enjoyment of their Lot. All portions of the Regime and the Lots shall be kept clean and sanitary and no use thereof shall be made which constitutes a violation of any laws, zoning ordinances, governmental regulations or regulations of the Association.

(g) Unless a greater number is required by law, Owners representing two-thirds ( $2/3$ ) or more of the total basic votes of the Regime may at any time in writing duly acknowledged and recorded in the office of the Register of Deeds of Douglas County, Nebraska, effect an amendment to the By-Laws which are attached hereto and as the same may have been amended, and unless a greater number is required by law, and, except as provided in Paragraphs IX(a) and (b), Owners representing three-fourths ( $3/4$ ) or more of the total basic votes of the Regime may in writing duly acknowledged and recorded in the office of the Register of Deeds of Douglas County, Nebraska, effect an alteration, deletion or amendment to this Master Deed, and as the same may have been amended subject to Paragraph XIII below; provided that such changes shall not bind any then existing mortgage holders of record unless they likewise consent to such change in writing.

(h) This Regime may be terminated or waived by written agreement of Owners representing eighty percent (80%) or more of the total basic votes of the Regime and by all lienholders of record; which agreement shall be acknowledged and recorded in the office of the Register of Deeds of Douglas County, Nebraska, and termination shall be effective as of recording date. Following termination, the Property may be judicially partitioned and sold upon the petition of any Owner, but if Owners representing eighty percent (80%) of the total basic votes of the Regime agree in writing to sell or otherwise dispose of the townhome property, then all Owners shall be bound to execute such deeds or other documents reasonably necessary to effect such sale or disposition when as required by the Board of Directors of the Association. In such case, any pending partition action shall be dismissed in order to permit completion of such sale or disposition. In no event may the Property be sold

or otherwise disposed of without the prior termination or waiver of the Regime, unless sale or disposition is approved in writing by Owners representing one hundred percent (100%) of the total basic votes of the Regime and by the holders of all mortgages of record covering any Lots within the Regime. Notwithstanding any provisions in the By-Laws, there shall be no reduction or deletion or conveyance of the common elements without the prior written consent of the holders of all mortgages of record against any Lots within the Regime.

(i) Household pets will be subject to regulation, restriction, exclusion and special assessment as may be determined by the Association from time to time. No garbage cans or trash receptacles are to be permitted outside unless fully screened from view and approved in writing by the Association. Private barbecue grills may not be used in the general common areas, and outside use or storage of barbecue grills will be subject to regulation, restriction or exclusion by the Association. Automobile parking will be subject to regulation, restriction and assessment as may be determined by the Association. The Association shall further regulate and restrict, as it deems necessary, the use of recreational areas, and any other matters which the Association deems proper for the continued use and enjoyment of all of the Owners.

(j) All notices required hereby shall be in writing and sent by certified or registered mail-return receipt requested or hand delivered:

(1) To an Owner at his last known address on the books of the Association.

(2) To the Regime or the Association at the registered office of the Association.

(k) The Association shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Association. Essex Corporation shall have an exclusive five year Management Agreement with the Association. A copy of the Management Agreement is attached to the Bylaws (Exhibit "C") and marked (Exhibit 1). The Association shall also have the authority (but shall not be obligated) to engage, supervise, and control such employees as the Association deems advisable, to clean and maintain all or any part of the Regime, to the extent the Association deems it advisable, to provide such services for all or any portion of the Owners. The cost of such services shall be a common expense.

(l) During the period of sale by the Developer of any Lots, the Developer and its agents, employees, contractors and

subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from the Property as may be required for purposes of said sale of Lots. While the Developer owns any of the Lots and until each Lot sold by it is occupied by the purchasers, the Developer and its employees may use and show one or more of such unsold or unoccupied Lots as model Lots and may use one or more of such unsold or unoccupied Lots as a sales office, and may maintain customary signs in connection therewith.

(m) Neither the Directors, Board or Officers of the Association shall be personally liable to the Owners for any mistake of judgement or for any acts or omissions of any nature whatsoever, unless such acts or omissions are found by a court of law to constitute gross negligence, bad faith, or fraud. The Association shall indemnify and hold harmless each of the Directors, Board, Officers and their respective heirs, executors, administrators, successors and assigns in accordance with the provisions of the By-Laws. The provisions of this paragraph shall run to and be for the benefit of any such Director, Officer, Board or committee member notwithstanding the fact that such person may be serving as an accommodation or on behalf of the Developer.

(n) In the event of any dispute or disagreement between any Owner relating to the Property, or any questions of interpretation or application of the provisions of the Declaration or By-Laws, such dispute or disagreement shall be submitted to the Board. The determination of such dispute or disagreement by the Board shall be binding on each and all such Owners, subject to the right of Owners to seek other remedies provided by law after such determination by the Board.

(o) Each Owner shall have the right to use the Common Elements in common with all other Owners as may be required for the purposes of access, ingress to and egress from, use, occupancy, and enjoyment of the respective Lot owned by such Owner. Such right to use the Common Elements shall extend to not only each Owner, but also to his agents, servants, tenants, family members, customers, invitees and licensees. Such rights to use the Common Elements shall be subject to and governed by the provisions of the Act, Declaration, By-Laws and rules and regulations of the Association. In addition, the Association shall have the authority to rent, lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of the Declaration and By-Laws. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

Parking areas which are part of the Common Elements shall be subject to rules and regulations as the Board may prescribe.

(p) Each Owner shall have the right, subject to the provisions herein, to make separate mortgages for his respective ownership interest in the Common Elements. No Owner shall have the right or authority to make or create or cause to be made or created from the date hereof any mortgage or other lien on or affecting the Property or any part thereof, except only to the extent of his own Lot and the respective percentage interest in the Common Elements appurtenant thereto.

(q) The Board shall have the authority to and shall obtain insurance for the improvements constructed on the Lots, exclusive of interior decorating to the homes such as wall paper, window coverings, and similar enhancements, against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for full insurable replacement cost of the Common Elements and the Lots including the buildings and fixtures thereon, and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed the cost of restoring the Common Elements, Lots, and homes built thereon or any part thereof to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association as the trustee for each of the Owners in direct ratio to said Owner's respective percentage of loss, as set forth in the Declaration and for the holders of mortgages on his apartment, if any. Such policies of insurance should also contain, if possible, a waiver of subrogation rights by the insurer against individual Owners. The premiums for such insurance shall be a common expense.

The Board shall also have authority to and shall obtain comprehensive public liability insurance, in such amounts as it deems desirable and workmen's compensation insurance and other liability insurance as it deems desirable insuring each Owner, mortgagee of record, if any, the Association, its Officers, Directors, Board and employees, and the Managing Agent, if any, from liability in connection with the Common Elements. The premiums for such insurance shall be a common expense.

Each Owner shall be responsible for obtaining his own insurance on the improvements and betterments to the interior of his home and his decoration, furnishings and personal property therein, and his personal property stored elsewhere on the Property. In addition, in the event an Owner desires to insure against his personal liability and

loss or damage by fire or other hazards above and beyond the extent that this liability, loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the Owners as part of the common expenses, as above provided, said Owner may, at his option and expense, obtain additional insurance.

(r) In case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct a building, shall be applied to such reconstruction. Reconstruction of a building, as used in this paragraph, means restoring a building to substantially the same condition in which it existed prior to the fire, casualty, or other disaster with each Lot and the Common Elements having the same boundaries as before. Such reconstruction shall be accomplished by the Managing Agent or Board.

If insurance proceeds are insufficient to reconstruct a building, damage to or destruction of a building shall be promptly repaired and restored by the Managing Agent or the Board, using proceeds of insurance, if any, on the building for that purpose, and all Owners shall be liable for assessment for any deficiency. However, if two-thirds (2/3) or more of a building is destroyed or substantially damaged and if the Owners of that building together with at least eighty percent (80%) of the total voting power, decide not to rebuild the affected building(s), the Association shall use the insurance proceeds to clear the site and shall record with the Register of Deeds a notice setting forth such facts, and upon the recording of such notice:

- (1) The Property shall be deemed to be owned in common by the Owners.
- (2) The undivided interest in the Property owned in common shall appertain to each Owner and shall be the percentage of undivided interest previously owned by such Owner in the Common Elements.
- (3) Any liens affecting any of the Lots shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owner in the Property.

(s) Without limiting the generality of the foregoing provisions of this paragraph "s", use of the Property by the Owners shall be subject to the following restrictions:

- (1) Nothing shall be stored in or on the Common Elements without prior consent of the Association.
- (2) Nothing shall be done or kept in any Lot or in the Common Elements which will increase the rate of insurance for the Property without the prior

written consent of the Association. No Owner shall permit anything to be done or kept in his Lot or in or on the Common Elements which will result in the cancellation of insurance on any Lot, or any part of the Common Elements, or which will be a violation of any law;

- (3) No waste shall be committed in or on the Common Elements;
- (4) Subject to the Developer's right under paragraph "1" of this Paragraph VII, no sign of any kind other than a standard for sale sign shall be displayed to the public view on or from any Lot or the Common Elements without the prior written consent of the Managing Agent acting with the Association's direction;
- (5) No noxious or offensive activity shall be carried on in any Lot or on or in the Common Elements nor shall anything be done therein which may be or become an annoyance or nuisance to the other Lot Owners;
- (6) Except as expressly provided hereinabove, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Association.
- (7) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Association; provided, however, that temporary structures may be erected for use in connection with the repair or construction of a building or any portion thereof;
- (8) Outdoor drying of clothes shall not be permitted;
- (9) Parking of vehicles in driveways and parking areas shall be subject to the rules and regulations of the Association applicable thereto;
- (10) No planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Association;
- (11) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation directly from a parking space to a point outside the Property or directly to a parking space.

(t) In the event of any violation of the provisions of the Act, this Master Deed, By-Laws or rules and regulations of the Board or Association by any Owner (either by his own conduct or by the conduct of any other occupant, guest or invitee of his Lot) the Association, or its successors or assigns, or the Board, or its agent, shall have each and all of the rights and remedies which may be provided for in the Act, this Master Deed, By-Laws, or said rules and regulations, or which may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Owner and/or others for enforcement of any lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages, or injunction or specific performances, or for judgment for payment of money and collection thereof, or for any combination of remedies, for any other relief.

The violation of any restriction or condition or regulations adopted by the Board of Administrators or the breach of any covenant or provisions herein contained, shall give the Board of Administration the right, in addition to any other rights provided for in this Declaration, (a) to enter upon the Lot, or any portion of the Property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespassing; or (b) to enjoin, abate or remedy by appropriate legal proceedings either at law or in equity, the continuance of any breach; or (c) to take possession of such Owner's interest in the Property and to maintain an action for possession of such Lot in the manner provided by law.

If any Owner (either by his own conduct or the conduct of any occupant, guest or invitee of the Owner) shall violate any provision of the Act, this Declaration or the regulations of the Association, and if such default or violation shall continue for ten (10) days after notice to the Owner in writing from the Board of Administrators, or shall occur repeatedly during any ten (10) day period after such written notice of request to cure such violation from the Board of Administrators, then the Board of Administrators shall have the power to issue to said defaulting Owner a notice in writing terminating the rights of the said defaulting Owner to continue as Owner and to continue to occupy, use or control his Lot, and thereupon an action in equity may be filed by the Board of Administrators against said defaulting Owner for a decree of mandatory injunction against said defaulting Owner or occupant, guest or invitee,

or in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Lot owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney's fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Owner in said decree. Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to said defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Lot, the Owner's corresponding percentage of ownership in the Common Elements and to immediate possession of the Lot sold and may apply to the Court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the Decree shall so provide, that the purchaser shall take the interest in the Lot ownership sold subject to this Declaration.

(u) If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities which prevents the creation of future interests depending on a remote contingency, then such provisions shall continue only until twenty-one (21) years.

#### VIII.

##### SEPARATE TAXATION

Developer shall give written notice to the County Assessor of Douglas County, Nebraska, of the creation of the Regime so each Lot in the Regime, including the undivided interest in the Common Elements appurtenant thereto, shall be deemed a parcel and subject to separate assessment and taxation.

#### IX.

##### RESERVATION IN DEVELOPER

(a) The Developer reserves the right to establish easements, reservations, exceptions and exclusions consistent with the Townhome ownership of the Regime and for the best interests of all of the Lot Owners in the Regime, including Developer, in order to serve the entire Regime, and to supplement or amend this Master Deed, or as amended, or the attached By-Laws, or as amended, until December 31, 1987, or until Developer releases control of the Association, or upon



the sale by Developer of the 18th Lot, whichever first occurs.

(b) Developer further reserves the right, so long as it is the Owner of any unsold Lots, to change the size, plans or layout or the price or terms of sale of any such Lots. No change in the price of a Lot, however, will vary the percentage of interest in the Common Elements for that Lot in the Regime. The Developer will at its sole expense record and file any and all amendments to the Master Deed and plans required by reason of a change in the size or layout of a Lot as provided in this Paragraph IX(b). Provided, however, amendments to the Master Deed by the provisions of this Paragraph IX(b) shall not be subject to the provisions of Paragraph XIV, hereof nor is the vote of three-fourths (3/4) of the total basic votes required.

X.

#### EASEMENTS

Easements are hereby reserved and granted from and to Developer and each Owner of a Lot for encroachment if any part of a Lot encroaches upon any other Lot or the Common Elements or if any such encroachment shall hereafter occur due to the settling or shifting of a building or for any other reasons, or if a building is repaired or rebuilt after damage or destruction. The Association shall have an easement in and upon each Lot for the performance and repairs upon the Common Elements and for emergency repairs to any part of the Lot.

XI.

#### LOTS SUBJECT TO MASTER DEED, BY-LAWS AND RULES AND REGULATIONS

All present and future Owners, tenants and occupants of Lots shall be subject to, and shall comply with the provisions of this Master Deed, the By-Laws, and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Lot shall constitute an agreement that the provisions of this Master Deed, the By-Laws and the Rules and Regulations, as they may be amended from time to time are accepted and ratified by such owner, tenant, or occupant, 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 Lot, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

## XII.

ALTERATIONS AND TRANSFER OF INTEREST

The Common Elements appurtenant to each Lot shall have a permanent character and shall not be altered without the consent of sixty-seven percent (67%) of the Lots affected, expressed in an amendment to this Master Deed duly recorded. The Common Elements and easements shall not be separated from the Lot to which they appertain and shall be deemed to be conveyed, leased or encumbered with such Lot even though such interest or easement is not expressly mentioned or described in the conveyance or other instrument.

The Association shall have the first right of refusal for any Lot that is to be leased by an Owner; the first right of refusal shall last for a period of twenty (20) days from the date written notice to lease is given the Association pursuant to Paragraph VII(J)(2). All leases to tenants or sub-tenants must have the express consent of the Association, and the Association shall have the right to refuse to accept a tenant or sub-tenant and may refuse a tenant or sub-tenant the use and benefits of the Common Elements if they so desire, without cause, if the Owner leases over their objection, and this remedy shall be in addition to the other legal remedies available to the Association.

## XIII.

AMENDMENT OF MASTER DEED

After December 31, 1987, or upon the sale by Developer of the 18th Lot, or at such time as Developer releases control of the Bloomfield Townhomes, Inc., whichever first occurs, this Master Deed may be amended by the vote of three-fourths (3/4) or more of the total basic vote of the Regime, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. No such amendment shall be effective until recorded in the office of the Register of Deeds of Douglas County, Nebraska.

## XIV.

INVALIDITY

The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all the other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included therein.

XV.

WAIVER

No 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.

XVI.

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 provisions hereof. -

XVII.

GENDER

The use of the masculine\* gender in this Master Deed and Declaration shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, whenever the context so requires.

EXECUTED the date first above written.

The Successors in interest to  
BLOOMFIELD VENTURE, A Joint  
Venture

DLR Building Company, A Partner-  
ship

By: 

ESSEX CORPORATION, A Nebraska  
Corporation

By: 

President

  
Witness

  
Witness

William C. Dana  
Witness

JACK K. HARVEY, An Individual

By: Jack K. Harvey

William C. Dana  
Witness

CHARLES V. SEDERSTROM, JR., An Individual

By: Charles V. Sederstrom, Jr.

William C. Dana  
Witness

VIRGIL K. JOHNSON, An Individual

By: Virgil K. Johnson

William C. Dana  
Witness

HOWARD F. HAHN, An Individual

By: Howard F. Hahn

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 11th day of DECEMBER, 1987, before me a Notary Public, duly commissioned and qualified in and for said County, personally came JAMES P. ROBAL, one of the partners of DLR Building Company who are successors in interest to Bloomfield Venture, a Joint Venture, one of the Joint Venturers who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

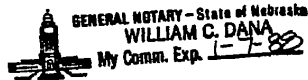
 GENERAL NOTARY - State of Nebraska  
WILLIAM C. DANA  
My Comm. Exp. 1-7-88

William C. Dana  
Notary Public

STATE OF NEBRASKA     )  
                                       ) SS.  
 COUNTY OF DOUGLAS    )

On this 11<sup>TH</sup> day of DECEMBER, 1987, before me a Notary Public, duly commissioned and qualified in and for said County, personally came BART VETAVA, President of Essex Corporation, a Nebraska Corporation, to me personally known to be a successor in interest to Bloomfield Venture, a Joint Venture, and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



William C. Dana  
 Notary Public

STATE OF NEBRASKA     )  
                                       ) SS.  
 COUNTY OF DOUGLAS    )

On this 16<sup>TH</sup> day of DECEMBER, 1987, before me a Notary Public, duly commissioned and qualified in and for said County, personally came Jack R. Harvey, to me personally known to be a successor in interest to Bloomfield Venture, a Joint Venture and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

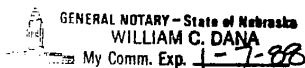


William C. Dana  
 Notary Public

STATE OF NEBRASKA     )  
                                       ) SS.  
 COUNTY OF DOUGLAS    )

On this 14<sup>TH</sup> day of DECEMBER, 1987, before me a Notary Public, duly commissioned and qualified in and for said County, personally came Charles V. Sederstrom, Jr., to me personally known to be a successor in interest to Bloomfield Venture, a Joint Venture and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.




William C. Dana  
 Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 14<sup>TH</sup> day of DECEMBER, 1987, before me a Notary Public, duly commissioned and qualified in and for said County, personally came Virgil K. Johnson, to me personally known to be a successor in interest to Bloomfield Venture, a Joint Venture and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

 GENERAL NOTARY - State of Nebraska  
WILLIAM C. DANA  
My Comm. Exp. 1-7-88

William C. Dana  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 14<sup>TH</sup> day of DECEMBER, 1987, before me a Notary Public, duly commissioned and qualified in and for said County, personally came Howard F. Hahn, to me personally known to be a successor in interest to Bloomfield Venture, a Joint Venture and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

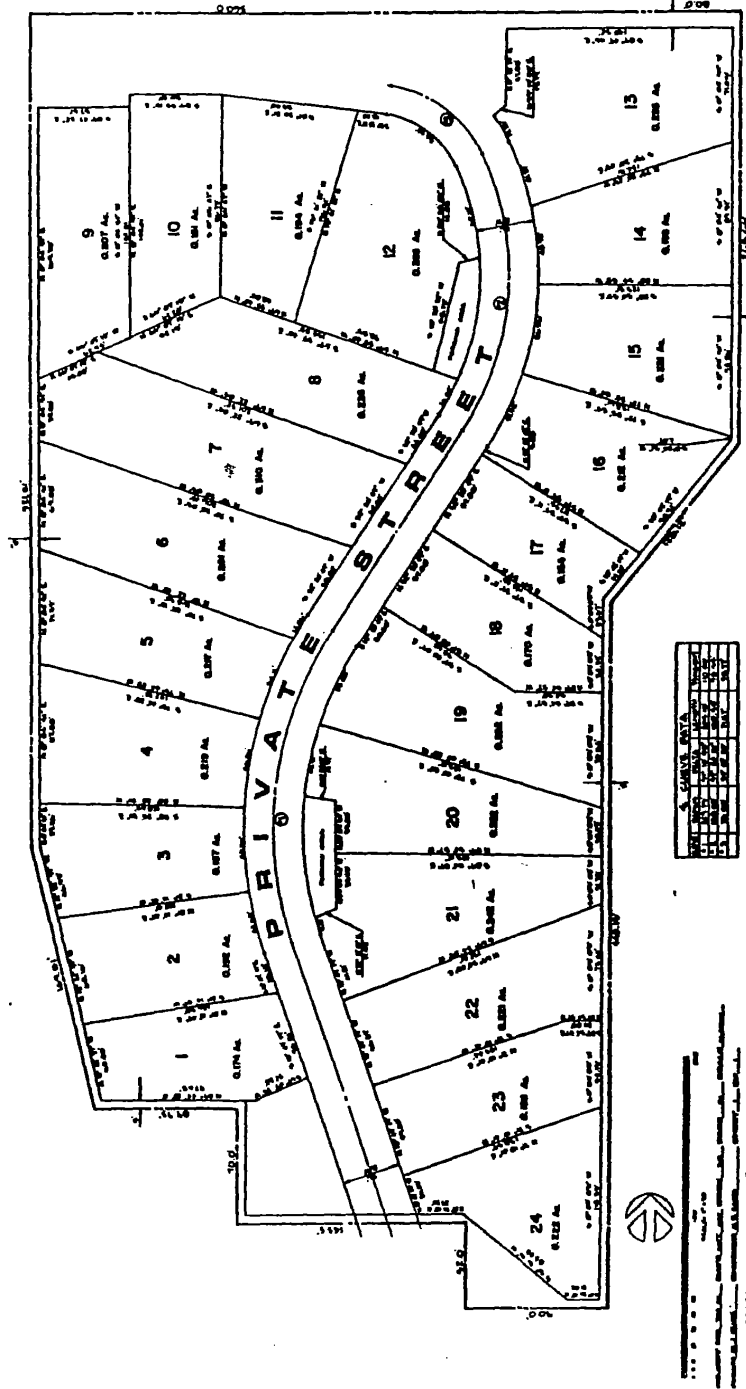
 GENERAL NOTARY - State of Nebraska  
WILLIAM C. DANA  
My Comm. Exp. 1-7-88

William C. Dana  
Notary Public

EXHIBIT "A"

BLOOMFIELD TOWNHOMES

A CONDOMINIUM PROPERTY REGIME



TOWNHOMES DATA	
NO.	AREA (SQ. FT.)
1	0.174
2	0.192
3	0.187
4	0.210
5	0.207
6	0.204
7	0.190
8	0.230
9	0.187
10	0.181
11	0.184
12	0.208
13	0.209
14	0.198
15	0.188
16	0.208
17	0.184
18	0.179
19	0.188
20	0.208
21	0.208
22	0.209
23	0.188
24	0.122
TOTAL	4.717

PREPARED BY: [Signature]  
 DATE: [Date]  
 SCALE: [Scale]  
 PROJECT: [Project Name]

EXHIBIT B

The percentage which each Lot shall share in the expenses of and the rights in common elements; the votes each Lot is entitled to in Bloomfield Townhomes, Inc: the basic value for each Lot which shall be the minimum initial sales price for each unit are as follows:

<u>Lot No.</u>	<u>Percentage</u>	<u>Votes</u>	<u>BASIC VALUE</u>
1	4.166666	2	150,000.00
2	4.166666	2	150,000.00
3	4.166666	2	150,000.00
4	4.166666	2	150,000.00
5	4.166666	2	150,000.00
6	4.166666	2	150,000.00
7	4.166666	2	150,000.00
8	4.166666	2	150,000.00
9	4.166666	2	150,000.00
10	4.166666	2	150,000.00
11	4.166666	2	150,000.00
12	4.166666	2	150,000.00
13	4.166666	2	150,000.00
14	4.166666	2	150,000.00
15	4.166666	2	150,000.00
16	4.166666	2	150,000.00
17	4.166666	2	150,000.00
18	4.166666	2	150,000.00
19	4.166666	2	150,000.00
20	4.166666	2	150,000.00
21	4.166666	2	150,000.00
22	4.166666	2	150,000.00
23	4.166666	2	150,000.00
24	4.166666	2	150,000.00



EXHIBIT CBY-LAWS OF  
BLOOMFIELD TOWNHOMES A Condominium Property Regime  
AND BLOOMFIELD TOWNHOMES, INC.ARTICLE I  
BY-LAWSSection 1. Description.

These bylaws are the By-Laws of Bloomfield Townhomes, Inc., a Nebraska non-profit corporation with its registered offices at Omaha, Nebraska. These By-Laws are also the By-Laws of Bloomfield Townhomes, a Nebraska Condominium Property Regime.

Section 2. Seal.

The corporate seal shall bear the name of the corporation and the words Omaha, Nebraska, Corporate Seal.

Section 3. Membership.

\*

The corporation is organized to provide a means of management for Bloomfield Townhomes, a Condominium Property Regime, a Nebraska Condominium Regime, in Omaha, Nebraska, sometimes hereinafter referred to as "Townhome" or "Regime". Membership in the Association is automatically granted to and restricted to record owners of Lots in said Regime. The votes on behalf of the Lot shall be in person by the record Owner thereof, or by proxy, but if a Lot is owned by more than one person, or by a corporation or any other entity, such vote shall be cast, or proxy executed, by the person named in the certificate and signed by all of the owners of the Lot and filed with the Secretary of the Association, or such vote (but not less than whole votes) shall be divided among the record owners. Each Lot shall be entitled to two (2) votes in the Association, as provided in the Master Deed creating the Regime.

Section 4. Property Submitted.

The property described in paragraph II of the Master Deed is located in Douglas County, Nebraska, has been submitted pursuant to the provisions of Sections 76-801 through 76-894, R.R.S. (Reissue 1976) as amended, by the Master Deed recorded simultaneous herewith in the Office of the Register of Deeds, Douglas County, Nebraska.

Section 5. Application.

All present and future owners, mortgagees, lessees and occupants of Lots and their employees and any other persons who may use the facilities of the regime in any manner are subject to

these By-Laws and the Master Deed and the rules and regulations, promulgated hereunder.

Acceptance of the deed of conveyance or the entering into of a lease or the act of occupancy of a Lot shall constitute an agreement that these By-Laws, the Rules and Regulations, and the provisions of the Master Deed, as they may be amended from time to time, are accepted, ratified, and will be complied with by the person so accepting or leasing.

## ARTICLE II LOT OWNERS

### Section 1. Annual Meeting.

Upon December 31, 1987, or upon the closing of the sale of the 18th Lot by successors to Bloomfield Venture, a Nebraska joint venture (hereinafter referred to as "Developer"), or as soon as the Developer shall relinquish control of the Board of Administrators, whichever shall first occur, the Developer shall notify all Owners thereof and the first annual meeting of the Owners shall be held within thirty (30) days thereafter.

At such meeting, the original Board of Administrators shall resign as members of the Board of Administrators and as officers, and the Owners, including the Developer, shall elect a new Board of Administrators. Thereafter, the annual meeting of the Owners shall be held on the 15th day of July of each year, unless such date shall occur on a Saturday, Sunday or a legal holiday, in which event the meeting shall be held on the next following business day. At such meeting the Board of Administrators shall be elected by ballot of the Owners in accordance with the requirements of Section 3 of Article III of these By-Laws. So long as the Developer shall own one or more of the Lots, the Developer shall be entitled to at least one member of the Board of Administrators who shall serve for a term of one (1) year. Owners may transact such other business at such meeting as may properly come forth.

### Section 2. Special Members Meetings.

Special meetings of the Association Owners may be called by the President, or Vice-President or by a majority of the Board of Administrators. A special meeting must be called upon receipt of written request of members holding a majority of the basic votes of the Regime. Notice of the special meeting shall state the time and place of such meeting and the purpose thereof. No business, except as stated in the notice shall be transacted at the special meeting.

### Section 3. Place of Meetings.

Meeting of the Association Owners shall be held at the registered office of the Developer or at such other suitable

place convenient to the Owners as may be designated by the Board of Administrators.

#### Section 4. Notice of Meetings.

It shall be the duty of the Secretary to hand deliver or mail a written notice of each annual or special meeting of the Association Owners at least ten (10) days but not more than twenty (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 Owner of record, at their Lot address or at such other address as such Owner shall have designated by notice in writing to the Secretary. The delivery or mailing of a notice of meeting in a manner prescribed by this section shall be considered service of notice. Notices may be waived either before or after the meeting.

#### Section 5. Order of Business.

Order of business at all meetings of the Association Owners shall be as follows:

- (a) Rollcall
- (b) Proof of Notice of Meeting
- (c) Reading of Minutes of preceding Meeting
- (d) Reports of Officers
- (e) Reports of Board of Administrators
- (f) Reports of Committee
- (g) Election of Inspectors of Election (when required.)
- (h) Election of Members of Board of Administrators (when required).
- (i) Unfinished Business
- (j) New Business

#### Section 6. Quorum.

A quorum for Association Owners meetings shall consist of the presence in person or by proxy, of the Owners holding a simple majority of the total basic votes.

#### Section 7. Voting.

The Owners of each Lot, 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 for such Owners at all meetings of 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, by their Owner or Owners so designated. In instances of other than individual ownership, any or all of such Owners may be present at any meeting of the Owners and (those constituting a group acting unanimously), may vote or take any other action as individual Owner either in person or by proxy. However, no proxy may cast a

vote for more than one Owner, unless the proxy is the Board of Administrators. A fiduciary of his designee should be the voting member with respect to any Lot owned in a fiduciary capacity. Each Lot shall have the number of votes assigned to such Lot pursuant to the terms of the Master Deed.

#### Section 8. Majority Vote.

The vote of a majority of Owners at a meeting at which a quorum shall be present shall be binding upon all Owners for all purposes except where a greater proportion shall be specified in the Master Deed or these By-Laws.

#### Section 9. Procedure.

The President shall preside over members meetings and the Secretary shall keep the minute book wherein the resolutions shall be recorded.

#### Section 10. Adjournments.

If any meeting of Owners cannot be held because a quorum has not attended, a majority of the Owners who were present at such meeting either in person or by proxy may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

### ARTICLE III BOARD OF ADMINISTRATORS

#### Section 1. Number of Qualifications.

The affairs of the Association and the Regime shall be governed by a Board of Administrators (also called Directors). Until December 31, 1987, or until the closing of the eighteenth (18) Lot by the Developer, or until the Developer shall relinquish its control of the Board of Administrators, by written notice to all Owners of Lots, whichever shall first occur, the Developer shall designate all members of the Board of Administrators. The Board of Administrators shall be composed of five (5) persons, all of whom shall be Owners, after the first to occur of the three conditions mentioned in the previous sentence.

#### Section 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 the Regime and may do all such acts and things except as by law or by the Master Deed or by these By-Laws may not be delegated to the Board of Administrators by the Owners. Such powers, duties of the Board of Administrators shall include but shall not be limited to, the following:

(a) to elect and remove the officers of the Association as hereinafter provided;

(b) to administer the affairs of the Association and the Property;

(c) to engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Property or any part thereof for all the Owners, upon such terms and for such compensation and with such authority as the Board may approve. Essex Corporation shall have an exclusive 5-year Management Agreement with the Association, a copy of which is attached hereto, incorporated herein by reference and marked Exhibit 1;

(d) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof;

(e) to adopt rules and regulations, with written notice thereof to all Owners, governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;

(f) to provide for the maintenance, repair and replacement of the Common Elements and exterior painting and window cleaning of buildings and fixtures located upon the Lots, and payments therefor and to approve payment vouchers or delegate such approval to the officers or the Manager or Managing Agent;

(g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the Managing Agent (and any such employee or other personnel who may be the employees of a Managing Agent);

(h) to appoint committees of the Board of Administrators and to delegate to such committees the Board's authority to carry out certain duties of the Board of Administrators;

(i) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;

(j) to estimate the amount of the annual budget, and to approve the manner of assessing and collecting from the Owners their respective shares of such estimated expenses, as herein provided;

(k) to enter into any lease or purchase agreement for the lease or purchase of premises suitable for use as custodian Lots, upon such terms as the Board of Administrators may approve;

### Section 3. Election and Terms.

At the first annual meeting of the Association of Owners, the members of the Board of Administrators shall be elected to serve for a term of one (1), two (2), or three (3) years. Two Administrators shall serve for one year terms, two Administrators shall serve for two year terms and one Administrator shall serve for a three year term. Each Administrator shall be elected thereafter to serve a term similar to the term his successor held or until his successor shall have been duly elected by the Association Owners. The Administrators shall be elected by vote of the owners of a majority of the basic votes of the Regime. The initial Board of Administrators shall hold office until the first annual meeting of the Owners.

### Section 4. Removal of the Administrators.

After the Developer has relinquished control of the Board of Administrators, at any regular or special meeting of the Association Owners, any one or more of the members of the Board of Administrators may be removed with or without cause by a vote of the Owners of a majority of the basic votes of the Regime, 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 Association Owners shall be given the opportunity to be heard at the meeting.

### Section 5. Vacancies.

Vacancies on the Board of Administrators caused by any reason other than the removal of a member thereof by a vote of the Association Owners, shall be filled by a vote of a majority of the remaining Administrators at a special meeting of the Board of Administrators held for that purpose, promptly after the occurrence of any such vacancy (at a date not later than thirty (30) days after the vote causing the removal). Even though the members present at such a meeting may constitute less than a quorum, any person so elected shall be a member of the Board of Administrators for the remainder of the term of the vacating member.

Section 6. Annual Board Meeting.

The annual meeting of the members of the Board of Administrators shall be held immediately following the annual meeting of the Association of Owners at such time and place as shall be fixed by the Association Owners at the meeting at which such Board of Administrators shall have been elected. No notice shall be necessary for 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 thereat.

Section 7. 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 calendar year, in addition to the annual meeting. Notice of regular meetings of the Board of Administrators shall be given to each member of the Board, by hand delivery or by mail, at least three (3) business days prior to the day named for such meeting.

Section 8. Special Board Meetings.

Special meetings of the Board of Administrators may be called by the President upon five (5) business days' notice to each member of the Board, given by hand delivery, by mail, or telegraph, 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 like notice on the written request of at least three (3) members of the Board of Administrators, unless there are less than three (3) members, in which event, upon the written request of any remaining member.

Section 9. Waiver of Notice.

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 to 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.

Section 10. Quorum.

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 of Administrators there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjournment 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 11. Fidelity Bonds.

The Board of Administrators shall obtain adequate fidelity bonds for all officers, employees, agent and themselves, if necessary, for the Association for handling or being responsible for Association funds. The premiums on such bonds shall constitute a common expense.

#### Section 12. Compensation.

No members of the Board of Administrators shall receive any compensation from the Regime or Association for acting as such; provided, however, members of the Board of Administrators shall receive reimbursement for expenses actually incurred. A member of the Board of Administrators may be an employee of the Association, and a contract for management of the Regime may be entered into with a member of such Board of Administrators.

#### Section 13. Liability of Administrators.

The members of the Board of Administrators shall not be liable to the Owners for any mistake or judgment, willful misconduct, gross negligence, bad faith, fraud, or for any acts or omissions of any nature unless such acts or omissions are found by a court of law to constitute gross negligence, bad faith or fraud. The Owners shall indemnify and hold harmless each member 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 Regime unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or these By-Laws. It is intended that the members of the Board of Administrators shall have no personal liability with respect to any contract made by them on behalf of the Association. Every agreement made by the Board of Administrators or by the Managing Agent or by the Manager on behalf of the Association shall provide that members of the Board of Administrators or the Managing Agent, or the Manager, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder. The liability of any Owner arising out of any contract made by the Board of Administrators or out of the indemnity in favor of the Board shall be limited to such proportion of the total liability thereunder as his votes to the total basic votes, but this sentence shall not be interpreted to create a right of action or recovery in any person other than an Owner in his capacity as such.



ARTICLE IV  
OFFICERSSection 1. Designation.

The Officers of the Association shall consist of a President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board of Administrators, and such additional officers as the Administrators shall from time to time deem necessary. Any person may hold two or more offices, but no one person shall hold the offices of President and Secretary simultaneously. Members of the Board of Administrators may also be officers. The President shall be elected from the members of the Board of Administrators.

Section 2. Election.

The officers of the Association shall be elected annually by a majority vote of the Board of Administrators at the annual Board meeting, and shall hold office at the pleasure of the Board.

Section 3. Removal.

Upon the affirmative vote of a majority of the Board of Administrators, any officer may be removed, with or without cause, and his successor shall be elected at any regular, annual or special meeting of the Board called for that purpose, but under no circumstances shall a vacancy so created exist for more than sixty (60) days.

Section 4. President.

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

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 place of

the President, for 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 take the minutes of all meetings of the Association Owners and of the Board of Administrators, and shall keep the same at the principal office of the Association unless otherwise instructed by the Board of Administrators; 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 of a corporation organized under the laws of the State of Nebraska.

#### Section 7. Treasurer.

The Treasurer shall have the responsibility for Association 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 data. He shall be responsible for the depository of all monies 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 shall, in general, perform all the duties incident to the office of Treasurer of a corporation organized under the laws of the State of Nebraska.

#### Section 8. Compensation.

No officer shall receive any compensation from the Regime or Association for acting as such.

#### Section 9. Agreements, Contracts, Etc..

All agreements, checks, contracts and other instruments shall be signed by two Officers of the Association or by such other person or persons as may be designated by the Board of Administrators.

### ARTICLE V BUDGET AND ASSESSMENTS

#### Section 1. Budget.

The Board of Administrators shall adopt a budget for each calendar year, which shall include the estimate of funds required to defray common expenses in the coming calendar year and to provide funds for current expenses, reserves to provide a working fund or to meet anticipated losses, and such sums as needed to make up any deficit in the common expense assessments for prior

years. The budget shall be adopted in December of each year in advance of the coming calendar year and copies of the budget and the annual assessments for each Lot shall be sent to each Owner on or before January 1st of the calendar year for which the budget is made.

Budgets may be amended during a current calendar year when necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be mailed or hand delivered to each Owner prior to the effective date of such increase or decrease.

## Section 2. Annual Assessments.

The first annual assessment shall be levied against each Lot and the Owner thereof on the 1st day of January, 1988, or any preceding January 1st if Developer has previously relinquished control of the Association. The annual assessment shall be divided as evenly as possible into twelve (12) monthly payments with the first payment to include the remainder after division. The monthly payments shall become due and payable upon the first of January and the first of each and every month thereafter during the calendar year. Annual assessments for each calendar year thereafter shall be levied and shall become due and payable in the same manner. Annual assessments to be levied against each Lot and the Owner thereof shall be computed according to such Lot's pro rata share of the total annual budget for the calendar year based upon the total number of Lot votes as set forth in the Master Deed.

Notwithstanding the foregoing, it is acknowledged that Lots which are not built upon do not benefit from certain expenditures of the Unit Owners Association and that maintenance activity is not necessarily enjoyed in common. It is provided, therefore, that those Lots which do not have apartments or townhome units built upon them shall only be assessed at a rate equal to thirty percent (30%) of the assessment against those Lots which have apartments or townhome units built upon them.

## Section 3. Special Assessments.

Special assessments may be assessed and levied against each Lot, in addition to the annual assessments provided for above, during any assessment year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, improvement, repair or replacement of a capital improvement of the Common Elements, or for the exterior painting of any buildings or fixtures located upon the Lots, subject to the approval provisions of the Master Deed and these By-Laws. Where no provision is applicable, the discretion of the Board of Administrators shall control.

Special assessments shall be due and payable thirty (30) days after the assessment is levied against the Owners of the

Lots and notice thereof has been given, and special assessments not paid within thirty (30) days thereafter shall be treated according to the interest and lien provisions thereof.

Special assessments to be levied against each Lot and the Owner thereof shall be computed according to such Lot's pro-rata share of the total special assessment based upon the percentage of such Lot's basic number of votes as set forth in Paragraph IV of the Master Deed.

#### Section 4. Escrow of Assessments.

The Board of Administrators of the Association may arrange to have all assessments in Section 2 and Section 3, inclusive, of Article V, paid to an escrow fund to be held and managed by a bank or savings and loan association.

#### Section 5. Personal Assessment Liability.

Each Owner or, if more than one, Owners, jointly and severally, shall be personally liable for the payment of assessments under the preceding Sections. Upon the expiration of thirty (30) days from the due date of an assessment, if said assessment remains unpaid, the Association may bring suit against the Owner or Owners of said Lot for recovery of the same. If the assessment is a monthly installment of an annual assessment, the default in payment of one installment when due, may, at the option of the Association, cause the remainder of the installments due for that annual period to become immediately due and payable. The defaulting Owner shall be liable for the unpaid assessment or assessments, interest thereon from the due date to the date paid at the highest rate of interest at which individuals may contract in Nebraska, and attorney fees and expenses incurred in the collection of the same. No proceeding to collect defaulted assessments pursuant to this Section shall constitute a waiver of the lien of the Association against said defaulting Owner's Lot nor a waiver of the right of the Association to foreclose thereon.

The grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the latter up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

The provisions set forth in this Section shall not apply to the initial sales and conveyances of the Lots made by Developer, and such sales shall be free from all assessments to the date of conveyance.

#### Section 6. Assessment Lien.

If any Owner shall fail or refuse to make any payment of an assessment when due, the amount thereof shall constitute a lien

on the interest of the Owner in his Lot and the Board of Administrators may record such lien in the Office of the Register of Deeds of Douglas County, Nebraska; whereupon, said lien shall be privileged over and prior to all liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the Lot and except prior duly recorded mortgage and lien instruments. Assessments delinquent more than ten (10) days after the due date shall bear interest at the highest rate at which individuals may contract in Nebraska from the due date until paid.

#### Section 7. State of Unpaid Assessments.

Upon payment of a reasonable fee, not to exceed Seventy-five Dollars (\$75.00), and upon the written request of any Owner, prospective purchaser or of any mortgagee of a Lot, the Board of Administrators, or the Managing Agent, shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to the subject Lot, the amount of the current periodic assessment and the date that such assessment becomes due, any penalties due, and credit for advance payments or for prepaid items, which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith.

#### Section 8. Nonwaiver.

The omission or failure to timely fix any assessments or deliver or mail a statement for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay the same.

#### Section 9. Foreclosure of Liens for Unpaid Common Expenses.

In any action brought by the Board of Administrators to foreclose a lien on a Lot because of unpaid common expenses the Board of Administrators, acting on behalf of all Owners, shall have power to purchase such Lot at the foreclosure sale, and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the same. All costs incurred, including the cost to purchase shall constitute a common expense. A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

### ARTICLE VI INSURANCE

The Association shall furnish and maintain in full force and effect a policy or policies of fire insurance with extended coverage, vandalism and malicious mischief endorsement, for the full insurable replacement value of the Common Elements as defined by the insurance policies, and of the Lots including any building or fixtures thereon, to provide for restoration thereof to tenantable condition in the event of damage, (but not

including furniture, furnishings, air conditioning equipment and other service machinery contained therein, or other personal property supplied or installed by Owners). This policy or policies shall be written in the name of, and the proceeds thereof shall be payable to the Association as Attorney-in-Fact pursuant to Article X of these By-Laws, for each of the Owners in the pro-rata ownership based on the basic total vote in the Master Deed and to the respective mortgagees of the Owners as their respective interest may appear. Said policy or policies shall provide for separate protection for each Lot and buildings thereon, and with a separate loss-payable payment in favor of the mortgagors or mortgagees of each Lot. Such policy or policies shall permit the waiver of subrogation and shall provide that the insurance company or companies will not look to the Board of Administrators, or any Owner, for the recovery of any loss under such policy or policies. Such policy or policies shall not be cancellable except after ten (10) days written notice to the mortgagee and the Association. A copy or a duplicate of such policy or policies shall be deposited with the mortgagee with evidence of the payment of premiums, and the renewal policy shall be deposited with the mortgagee not later than ten (10) days prior to the expiration of existing policies. In addition, insurance shall be procured for Workmen's Compensation coverage (where applicable) and such other insurance as the Association may deem advisable from time to time, such other insurance to include public liability insurance in such limits as the Board may from time to time determine. Insurance premiums shall be deemed common expenses. Each Owner may obtain additional insurance at his expense, provided that all policies shall contain waivers of subrogation and further provide 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 an Owner.

#### ARTICLE VII MAINTENANCE AND ALTERATIONS

##### Section 1. Maintenance.

Except to the extent provided herein by the Association, the Owner of a Lot shall have the obligation, at his expense, to maintain the exterior in an attractive appearance and condition and keep in good repair such Owner's Lot. The Association shall provide: (a) all maintenance of the grounds of the Property, including lawns and other plant materials except for the plant material on the courtyards on the rear or side of a building located upon a Lot which shall be maintained by the Owner of the Lot; (b) all maintenance, repairs and replacements to the Common Elements; (c) exterior cleaning of windows of the buildings located on the Lots; and (d) exterior painting of the buildings located on the Lots. All expenses incurred by the Association for such maintenance and repairs shall be common expenses, unless such maintenance, repair or replacement is necessitated by the

negligence, misuse or neglect of an Owner, in which case, such expense shall be charged to such Owner.

## Section 2. Alterations by Owner.

No Owner shall make any structural addition, alteration or improvement in or to his Lot or any buildings or structures located thereon, including any exterior painting, construction of any building, fence, wall or other structure; without the prior written consent thereto of the Board of Administrators, such consent being determined by the proposal's harmony of external design and location in relation to the surrounding structures and topography. The Board of Administrators shall have the obligation to answer any written request by an Owner for approval of a proposed structural addition, alteration or improvement to such Owner's Lot, within thirty (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 Lot shall be executed by the Board of Administrators only, without, however, incurring any liability on the part of the Board of Administrators or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 2 shall not apply to Lots owned by the Developer until such Lots have been initially sold by the Developer and paid for.

## Section 3. Alterations or Enlargement of Common Elements by Association.

There shall be no enlargement of the Common Elements nor additions thereto if such enlargement or addition shall cost more than Five Thousand (\$5,000) Dollars during any single calendar year, unless and until such a proposal is approved in writing by Owners of Lots holding at least seventy-five percent (75%) of the total basic votes of the Regime, and until a proper amendment to the Master Deed has been duly executed, acknowledged and recorded pursuant to law.

The cost of the alteration or enlargement and of amending the Master Deed shall be a common expense and shall be collected by special assessment against all Owners.

# ARTICLE VIII RESTRICTIONS AND RESERVATIONS

## Section 1. Use Restrictions.

In order to provide for congenial occupancy of the Regime and for the protection of the value of the Lots, the use of the

Regime shall be restricted to and shall be in accordance with the following provisions:

(a) The Lots shall be used for residences only by the Owner or Owners thereof, their families, guests, invitees, lessees and licensees.

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

(c) No nuisances shall be allowed on the Regime 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 Regime.

(d) No improper, offensive or unlawful use shall be made of the Regime or any part thereof, and all valid laws, zoning laws and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations, or requirements of any government agency having jurisdiction thereof, relating to any portion of the Regime shall be corrected, by and at the sole expense of the Owners or the Board of Administrators, whichever shall have the obligation to maintain or repair such portion of the Regime.

## Section 2. Rules of Conduct.

Rules and regulation concerning the use of the Lots, the common areas and facilities may be promulgated and amended by the Board of Administrators with the approval of a majority of the Owners. Copies of such rules and regulations shall be furnished by the Board of Administrators to each Owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Administrators with the approval of a majority of the Owners, are annexed hereto, marked Exhibit 3, and made a part hereof.

## Section 3. Right of Access.

An Owner shall grant a right of access to his Lot to the manager and/or Managing Agent and/or any other person authorized by the Board of Administrators, the manager or the Managing Agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his Lot and threatening another Lot or a common area or facility, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Owner. In case of an emergency, such right of entry shall be immediate, whether the Owner is present at the time or not.



Section 4. Abatement and Enjoining of Violations.

The violation of any rule or regulation adopted by the Board of Administrators or the breach of any of these By-Laws contained herein, or the breach of any provisions of the Master Deed, shall give the Board of Administrators the following rights, in addition to any other rights set forth in these By-Laws:

(a) To enter into the Lot in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting 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.

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

(c) To deny partially or wholly access to, benefit from, or use of all or any facilities, functions, or services, or suspend, partly or wholly of all or any rights or privileges of membership or any other disciplinary action directed by the Board of Administrators.

ARTICLE IX  
MORTGAGES

Section 1. Notice of Default.

The Board of Administrators, when giving notice to an Owner of a default in paying assessments or other default, shall send a copy of such notice to each holder of a mortgage covering such Lot whose name and address has theretofore been furnished to the Board of Administrators.

Section 2. Examination of Books.

Each Owner and each mortgagee of a Lot shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once every three (3) months.

ARTICLE X  
TERMINATION OR AMENDMENT

Section 1. Termination.

Except as otherwise provided, Owners of Lots holding eighty percent (80%) or more of the total basic votes of the Regime, using the numbers set forth in Paragraph IV of the Master Deed,

shall have the right to terminate this Regime, subject to the conditions of Section 76-855 of the Nebraska Condominium Act.

Section 2. Amendment by Owners.

There shall be no amendment to these By-Laws unless Owners of Lots holding sixty-six and two-thirds percent (66-2/3%) or more of the total basic votes of the Regime, shall have voted therefor in the affirmative at a special or annual meeting; provided, however, that percentage voting requirements contained in these By-Laws shall not be amended by a lesser percentage vote than that sought to be amended, and provided further that such amendment shall have the approval of more than fifty percent (50%), in number, of the first mortgagees of record upon the date of adoption of said amendment.

Section 3. Amendment by Developer.

Anything contained in these By-Laws or in the Master Deed or Articles of Incorporation to the contrary notwithstanding, until December 31, 1987, or upon the sale of the 18th Lot by Developer, or until Developer releases control of the Association, whichever first occurs, shall not restrict the Developer's rights. Developer reserves the right to supplement or amend these By-Laws for clarification, correction or otherwise in the best interests of all Owners, including the Developer; provided that any such supplement or amendment shall be approved by more than fifty percent (50%), in number of all existing first mortgage holders of record, in writing.

ARTICLE XI  
RECORDS

Section 1. Records and Audit.

The Board of Administrators or the Managing Agent shall keep detailed records of: the actions of the Board of Administrators and the Managing Agent; minutes of the meeting of the Board of Administrators; minutes of the meetings of Owners; financial records and books of account of the Corporation and the Regime; a chronological listing of receipts and expenditures, as well as a separate account for each Lot which, among other things, shall contain the amount of each assessment of common charges against such Lot, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the corporation and Regime shall be rendered by the Board of Administrators to all Owners at least semi-annually. In addition, an annual report of the receipts and expenditures of the corporation and Regime, certified by an independent Certified Public Accountant, shall be rendered by the Board of Administrators to all Owners and to all mortgagees of Lots who have requested the same, promptly after the end of each calendar year.

All notices to any Owner shall be sent by registered or certified mail or hand delivered at the Lot or to such other address as may have been designated by him from time to time, in writing to the Board of Administrators. All notices shall be deemed to have been given when made 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 By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

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 By-Laws, or the intent of any provisions thereof.

Section 4. Gender.

The use of the masculine gender in these By-Laws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Nonwaiver.

No restrictions, conditions, obligation or provisions contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce same, irrespective of the number of violations or breaches thereof which may occur.

DATED this 11th day of DECEMBER, 1987.

The Successors in interest to  
BLOOMFIELD VENTURE, A Joint  
Venture

DLR Building Company, A Partnership

By: 

  
Witness

ESSEX CORPORATION, A Nebraska Corporation

Witness William C. Dana By: James P. Roubal  
President

JACK K. HARVEY, An Individual

Witness William C. Dana By: Jack K. Harvey

CHARLES V. SEDERSTROM, JR., An Individual

Witness William C. Dana By: Charles V. Sederstrom, Jr.

VIRGIL K. JOHNSON, An Individual

Witness William C. Dana By: Virgil K. Johnson

HOWARD F. HAHN, An Individual

Witness William C. Dana By: Howard F. Hahn

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 11th day of DECEMBER, 1987, before me a Notary Public, duly commissioned and qualified in and for said County, personally came JAMES P. ROUBAL, one of the partners of DLR Building Company who are successors in interest to Bloomfield Venture, a Joint Venture, one of the Joint Venturers who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.


GENERAL NOTARY - State of Nebraska  
WILLIAM C. DANA  
My Comm. Exp. 1-1-88

William C. Dana  
Notary Public

STATE OF NEBRASKA     )  
                                   ) SS.  
 COUNTY OF DOUGLAS    )

On this 11th day of DECEMBER, 1987, before me a Notary Public, duly commissioned and qualified in and for said County, personally came BART VOTAVA, President of Essex Corporation, a Nebraska Corporation, to me personally known to be a successor in interest to Bloomfield Venture, a Joint Venture, and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

 GENERAL NOTARY - State of Nebraska  
 WILLIAM C. DANA  
 My Comm. Exp. 1-7-88

William C. Dana  
 Notary Public

STATE OF NEBRASKA     )  
                                   ) SS.  
 COUNTY OF DOUGLAS    )

On this 16th day of DECEMBER, 1987, before me a Notary Public, duly commissioned and qualified in and for said County, personally came Jack R. Harvey, to me personally known to be a successor in interest to Bloomfield Venture, a Joint Venture, and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

 GENERAL NOTARY - State of Nebraska  
 WILLIAM C. DANA  
 My Comm. Exp. 1-7-88

William C. Dana  
 Notary Public

STATE OF NEBRASKA     )  
                                   ) SS.  
 COUNTY OF DOUGLAS    )

On this 14th day of DECEMBER, 1987, before me a Notary Public, duly commissioned and qualified in and for said County, personally came Charles V. Sederstrom, Jr., to me personally known to be one of the Joint Venturers and acknowledged the execution thereof to be his voluntary act and deed as said Joint Venturer and the voluntary act and deed of said Joint Venture.

Witness my hand and notarial seal the day and year last above written.

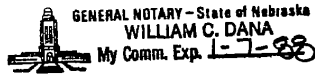
 GENERAL NOTARY - State of Nebraska  
 WILLIAM C. DANA  
 My Comm. Exp. 1-7-88

William C. Dana  
 Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 14<sup>TH</sup> day of DECEMBER 1987, before me a Notary Public, duly commissioned and qualified in and for said County, personally came Virgil K. Johnson, to me personally known to be a successor in interest to Bloomfield Venture, a Joint Venture and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



*[Signature]*  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 14<sup>TH</sup> day of DECEMBER 1987, before me a Notary Public, duly commissioned and qualified in and for said County, personally came Howard F. Hahn, to me personally known to be a successor in interest to Bloomfield Venture, a Joint Venture, and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



*[Signature]*  
Notary Public

PLEASE RETURN TO:  
Apt. 202, K&L, 2nd Fl.  
8715 W. Dodge Rd. #300  
Omaha, NE 68114  
Attention: