

MASTER DEED AND DECLARATIONCREATINGBOARDWALKCONDOMINIUM PROPERTY REGIME

THIS MASTER DEED AND DECLARATION made this 29th day of October, 1979, by BOARDWALK, LTD., a Nebraska Limited Partnership (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 purpose of this Master Deed is to submit the lands described herein and the improvements built thereon (hereinafter referred to as the "Property"), to the condominium form of ownership in the manner provided by Sections 76-801 through 76-824, R.R.S. Nebraska, and the name by which this condominium is to be indentified is Boardwalk Condominium Property Regime (or sometimes herein called "Condominium Regime").

## II.

PROPERTY SUBMITTED

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

That part of the Northeast Quarter of the Northeast Quarter, Section 30, Township 15 North, Range 12 East of the 6th P.M. Douglas County, Nebraska, Described as follows:

Commencing at the Northeast Corner of said Section 30; thence south along the East line of said Section 30, 58.00 feet (the East line of said Section 30 assumed North-South in direction); thence South 89°35'00" West 50.0 feet; thence South along a line 50.0 feet West of and parallel to the East line of said Section 30, 192.0 feet to the point of beginning; thence continuing South 411.58 feet, thence South 89°37'00" West, 397.00 feet; thence North 411.43 Feet to a point 250.0 feet South of the North line of said Section 30; thence North 89°35'00" East along a line 250.00 feet South of and parallel to the North line of said Section 30, 397.0 feet to the point of beginning (containing 3.75 acres more or less).

## III.

DEFINITIONS

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

a. "Apartment" shall mean and include: all airspace in basements, rooms, attics and garages, whether attached or unattached; air conditioning compressors or units; permanent gas, charcoal burning or electric barbecue grills, screening, window glass, exterior and interior doors and garage windows, screening and doors, but shall not include structural walls, common walls, interior walls, roofs, floors and ceilings, except for the backside of the interior drywall thereof, which shall be included in the definition "Apartment". The terminology used herein shall include the language incorporated in Paragraph V.

b. "Condominium" shall mean the entire condominium project including all buildings, land and other improvements upon the land as set forth in this Master Deed as a part of the condominium regime.

c. "General Common Elements" shall include, the land on which the buildings stand, including all the surrounding lands embraced within the legal description specified in Paragraph II above, the exterior surfaces of all buildings except for screening, window glass, exterior doors and garage doors; exterior water taps which may be used by the owners Association for watering and maintenance of common areas; the foundation, common walls, main walls, roofs, yards and gardens, drives, walks, parking areas, pool, pool building, utility building, gas grills on the right side of Unit D and all parts of the property and improvements which are not located within the apartments or denoted as "limited common elements" as shown on the attached plans.

d. "Limited Common Elements" shall include heat runs and other mechanical equipment relating to the pool and the basement of Unit D, laundry rooms, central utility rooms, garden patios, or garage drives delineated as appurtenant to each as shown on Exhibit "C", attached hereto and by reference incorporated herein.

e. "Owner" shall mean co-owner as defined in the Condominium Act.

f. "Unit" shall mean an apartment, as defined in Paragraph IIIa above, and that undivided interest in the general and limited common elements, as defined herein and in the Condominium Act, which is appurtenant thereto.

## IV.

DESCRIPTION OF REGIME & VALUES

The Condominium Regime will consist of four buildings containing 69 apartments which may only be used for residential purposes with the exception of building D, which may be used for commercial purposes. The Condominium Regime will also include automobile garages, parking areas, gardens and landscaping, and swimming pool. The building and improvements together with their location on the land, and the area and the locations of each apartment are more particularly described in building plans which are attached hereto, marked Exhibit "A", and by this reference made a part hereof.

The total value of the entire Condominium Regime is \$2,068,150, and the basic value of each apartment in the Condominium Regime, the percentage of each apartment shall share in the expenses of, and the rights in, common elements, and the vote each unit owner(s) is entitled to; the approximate square feet of each apartment in the Boardwalk Association, INC. are more particularly set forth in Exhibit "B", which is attached hereto, incorporated herein by reference.

#### V.

##### APARTMENT AND APARTMENT DIMENSIONS

The word "apartment" shall mean and include the area measured horizontally to the back side of the interior dry wall on all exterior walls or common walls, and vertically from the top of the concrete floor which constitutes the floor level upon which the unit is located to the back side of the dry wall of the ceiling of such unit. The word "apartment" shall also mean and include screening, window glass, hall doors, and exterior doors (including the glass sliding doors) of the apartment.

#### VI.

##### GENERAL COMMON ELEMENTS

The general common elements are described as follows:

- a. The land on which the building stands including all of the surrounding lands embraced within the legal description set forth in Paragraph II. above;
- b. Swimming pool and deck area with the necessary appurtenances;
- c. All foundations, columns, girders, beams and supports;
- d. All exterior walls of the building except that the exterior screening, window glass, storm doors, and exterior doors of each apartment shall not be common elements;
- e. All walls and partitions separating apartments from corridors, stairs, trash rooms and trash chutes, and other mechanical equipment spaces; the block work of all walls and partitions separating units and containing block work; all concrete floors and concrete ceilings.

f. Roofs, halls, corridors, lobbies, stairs, stairways, and entrances to and exits from the building;

g. The basement, in the apartment units themselves, subbasements, yards, gardens, utility building, recreational or community facilities, mail rooms, management office, restrooms, and other areas used in connection therewith, parking and driveway areas, walks, and all parts of the Property and improvements which are not located within the interior of the apartments as shown on the plans, attached hereto incorporated herein by reference and marked Exhibit "A";

h. All space devoted to the lodging or use of the persons employed in connection with the operation of the Condominium Regime;

i. All central and appurtenant installations for services such as power, light, telephone, gas, hot and cold water, heat, refrigeration, air conditioning (including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether located in common areas or in units), television antenna system, mechanical rooms and all other mechanical equipment spaces;

j. All tanks, pumps, motors, fans, compressors and control equipment;

k. All sanitary drainage pipes and all storm drainage pipes;

l. All fan rooms, and laundry rooms;

m. Exterior water taps which may be used by the Association, as later defined herein, for watering and maintenance of common areas;

n. All other parts of the Condominium Regime and all apparatus and installations existing in the building or on the Property for common use or necessary or convenient to the existence, maintenance, or safety of the Condominium Regime.

## VII.

### LIMITED COMMON ELEMENTS

The limited common elements are described as follows:

a. Storage areas which are located throughout the building, each apartment having an easement for the exclusive use of the storage area designated for that apartment by a number which corresponds to the apartment number. The apartment and corresponding storage areas are set forth in the attached building plans, marked Exhibit "A".

b. All balconies, decks, and patios delineated on the attached plans, Exhibit "A", as appurtenant to the apartment.

## VIII.

REPAIR OF EXTERIOR APPURTENANT TO APARTMENT

Each owner of an apartment shall be responsible for the repair, maintenance and replacement of all screening, window and door glass, hall doors, exterior doors to the their apartment (including glass sliding doors) and storm doors which are appurtenant to said owner's apartment. If any owner fails to repair, maintain, paint, finish or replace the above items as set forth in this Master Deed and the By-Laws attached hereto as Exhibit "C", the Association may perform such work, invoice the owner for the cost thereof and secure and enforce a claim and lien therefore against the co-owner and his apartment in like manner as the delinquent assessment for common element expense.

## IX.

COVENANTS, CONDITIONS AND RESTRICTIONS

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

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

b. The general common elements are for the use and enjoyment of all co-owners. The limited common elements of which an apartment has sole access shall be for the exclusive use of the owner of said apartment.

c. The ownership of the common elements, both general and limited, shall remain undivided, and no person or co-owner shall bring any action for the partition or division of the common elements. The phrase "common elements" used in this Master Deed shall include both general and limited common elements unless otherwise specified. The Association shall from time to time establish rules and regulations for the use of the common elements, and all co-owners and users shall be bound thereby. The Association shall have the sole jurisdiction over and responsibility of making alterations, improvements, repairs and maintenance of the common elements. The share of a co-owner in a common element is appurtenant to his apartment and inseparable from apartment ownership. Assessments against co-owners for insurance, common element expenses and reserves and for other expenses incurred by the Association shall be made pursuant to the By-Laws. Assessments

paid within ten (10) days after the date when due shall not bear interest, but all sums not paid within said ten (10) day period shall bear interest at the highest legal interest rate at which individuals may contract from due date until paid. If any co-owner shall fail or refuse to make any payment of such assessment when due, the amount thereof plus interest shall constitute a lien upon co-owner's interest in his apartment and in the property, as defined in 76-817 of R.R.S. Nebraska, 1943, 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 apartment and except prior duly recorded mortgage and lien instruments.

d. Each co-owner shall be responsible:

Except to the extent the Association provides (at its option and discretion) maintenance of the apartments for co-owners, each co-owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his own apartment. Maintenance of, repairs to and replacements within the common elements shall be the responsibility of and shall be furnished to the Association. The cost of maintenance of, repairs to and replacements within the apartments to the extent the Association elects to provide such service and within the common elements shall be part of the common expenses, subject to the By-Laws, rules and regulations of the Association. However, at the discretion of the Association, maintenance of, repairs to and replacements within the limited common elements may be provided and assessed in whole or in part to co-owners benefited thereby, and, further, at the discretion of the Association, the Association may direct co-owners who stand to be benefited by such maintenance of, repairs to and replacements within the limited common elements to arrange for such maintenance, repairs and replacements in the name and for the account of such benefited co-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.

That part of the common elements separating and located between and exclusively serving two or more adjacent apartments used together, (including, without limitation, portions of any hallway and any walls) may be altered to afford ingress and egress to and from such apartments to afford privacy to the occupants of such apartments when using such common elements, and that part of the common elements so altered may be used by the co-owner or owner of such apartment as a license pursuant to a license agreement with the Association, provided (i) such alterations shall not weaken, impair, or endanger any of the common elements or any apartment; (ii) the co-owner or owner desiring to make such alterations shall notify the Association of the nature thereof not later than ten (10) days prior to commencing work; (iii) the expense of making such alterations shall be paid in

in full by the co-owner or owners making such alterations; (iv) such co-owner restoring such common elements to their condition prior to such alteration in the event such apartment shall cease to be used together, as aforesaid; and (v) such alteration shall not interfere with the use and enjoyment of the common elements (other than the aforesaid part of the common elements separating such adjacent apartments) including without limitations, reasonable access and ingress to and egress from the other apartments in any hallway affected by any such alterations.

Each apartment owner, at his own expense, shall furnish and be responsible for all decoration within his own apartment and limited common elements serving his apartment, as may be required from time to time, including painting, wall papering, washing, cleaning, panelling, floor covering, draperies, window shades, curtains, lighting and other furnishings and decorating. Each co-owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings of his apartment, and such co-owner shall maintain said interior surfaces in good condition at his sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association, but such co-owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. Decorating of the common elements (other than interior surfaces within the apartments as above provided and other than the limited common elements) and any redecorating of apartments to the extent such redecorating of apartments is made necessary by damage of apartments caused by maintenance, repair or replacement of the common elements by the Association, shall be furnished by the Association as part of the common expenses. The interior surfaces of all windows forming part of the perimeter wall of an apartment shall be cleaned and washed at the expense of the co-owner of that apartment. No co-owner shall decorate the portions of the balcony of his apartment visible from outside such apartment in any manner which detracts from the appearance of the Condominium, and the determination of the Association on such matter shall be final.

If due to the act of neglect of a co-owner, or his agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to the common elements or to an apartment or apartments owned by others, or maintenance, repair or replacement are required which would otherwise be a common expense, then such co-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 the provisions of paragraph 5 hereof 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 apartments and limited common elements as may be required in connection with the

preservation of any individual apartment or limited common elements in the event of any emergency, or in connection with maintenance of, repairs or replacements within the common elements, limited common elements or any equipment, facilities or fixtures affecting or serving other apartments, common elements and limited common elements and to make any alteration required by any governmental authorities.

Except as provided in this paragraph, no alteration of any common elements or any additions or improvements thereto shall be made by any co-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. Any co-owner may make alterations, additions, or improvements within his apartment (including minor alterations to the perimeter walls of his apartment caused by nails, screws, staples and the like) without the prior written approval of the Association, but such co-owner shall be responsible for any damage to other apartments, the common elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

e. Each apartment shall be used and occupied only by one (1) family, its servants and guests, as a residence and for no other purpose. No apartment may be subdivided into a smaller unit or any portion thereof sold or transferred without first amending this Master Deed to show the changes in the apartment to be subdivided. Except apartment D which may be used for commercial purposes if so desired by the owner.

Occupancy shall be restricted as follows: Only 2 adults may reside in a one bedroom apartment; not more than 1 child and 2 adults may reside in a two bedroom apartment; not more than 2 children and 2 adults may reside in a three bedroom apartment; not more than 3 children and 2 adults may reside in a four bedroom apartment.

f. No practice or use shall be permitted on the Condominium Regime or on any apartment which shall be an annoyance to other co-owners or residences of the area or which shall interfere with their peaceful use and enjoyment of their apartment. All portions of the Condominium Regime and the apartment 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. No owner may sell or lease his apartment or any interest therein unless he shall have given to the Association, at least five (5) days prior to closing of such sale or lease, a written notice specifying the names and current address of such buyers or lessees. The above provisions regarding notice of transfer shall not apply to acquisition of ownership through foreclosure of a mortgage upon an apartment. The Association shall have the first right of refusal for any apartment being sold, and said first right of refusal shall be good for twenty (20) days after notice by the owner of intent to sell pursuant to Paragraph IX(k)(2).



h. Unless a greater number is required by law, co-owners representing two-thirds (2/3) or more of the total basic value of the Condominium 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 XI (a) and (b), co-owners representing three-fourths (3/4) or more of the total basic value of the Condominium 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 XVI below; provided that such changes shall not bind any then existing mortgage holders of record unless they likewise consent to such change in writing.

i. This Condominium Regime may be terminated or waived by written agreement of co-owners representing three-fourths (3/4) or more of the total basic value of the Condominium 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 co-owner, but if co-owners representing three-fourths (3/4) of the total basic value of the Condominium Regime agree in writing to sell or otherwise dispose of the condominium property, then all co-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 Condominium Regime, unless sale or disposition is approved in writing by co-owners representing one hundred percent (100%) of the total basic value of the Condominium Regime and by the holders of all mortgages of record covering any apartments within the Condominium 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 apartments within the Condominium Regime.

j. 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 of storage or barbecue grills will be subject to regulations, restrictions 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, storage areas, and any other matters which the Association deems proper for the continued use and enjoyment of all of the co-owners.

k. All notices required hereby shall be in writing and sent by certified or registered mail-return receipt requested:

(1) To a co-owner at his last known address on the books of the Association.

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

l. 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 subject to the provisions of subparagraph (m) below. 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 Condominium Regime, to the extent the Association deems it advisable, to provide such services for all or any portion of the co-owners. The cost of such services shall be a common expense. Said authority shall not be construed to allow Declarant to use the Association to paint, clean or repair individual apartments for initial sale.

m. The Association shall have authority to lease, purchase, and mortgage one or more apartments or other residential quarters for building personnel. All rental or debt service paid by the Association pursuant to any such lease agreement or Mortgage shall be a common expense. Any such apartment or other residential quarter leased or purchased for building personnel, as provided, hereunder shall not constitute a part of the common elements.

n. During the period of sale by the Developer of any apartments, 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 building and Property as may be required for purposes of said sale of apartments. While the Developer owns any of the apartments and until each apartment 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 apartments as model apartment or apartments and may use one or more of such unsold or unoccupied apartments as a sales office, and may maintain customary signs in connection therewith.

o. Neither the directors, Board or officers of the Association shall be personally liable to the co-owners for any mistake or judgment 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 accomodation or on behalf of the Developer.

p. In the event of any dispute or disagreement between any co-owner relating to the Property, or any questions or 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 co-owners, subject to the right of co-owners to seek other remedies provided by law after such determination by the Board.

q. Each co-owner shall have the right to use the common elements (except the limited common elements and portions of the Property subject to leases made by or assigned to the Board) in common with all other co-owners, as may be required for the purpose of access, ingress to and egress from, use, occupancy, and enjoyment of the respective apartment owned by such co-owner. Such right to use the common elements shall extend to not only each co-owner, but also to his agents, servants, tenants, family members, customers, invitees and licensees. However, each co-owner shall have the right to the exclusive use and possession of the limited common elements serving each apartment alone. Such rights to use the common elements, including the limited 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 shall also be part of the common elements, and may be allocated and re-allocated, from time to time, to the respective co-owners, and shall be used by such co-owners in such manner and subject to the rules and regulations as the Board may prescribe, and parking spaces not so used by co-owners shall otherwise be used in such manner as the Board may prescribe.

r. Each co-owner shall have the right, subject to the provisions herein, to make separate mortgages for his respective ownership interest in the common elements. No co-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 apartment and the respective percentage interest in the common elements appurtenant thereto.

s. The Board shall have the authority to and shall obtain insurance for the Property, exclusive of decorating of and improvements to the co-owners 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 apartments, 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, apartments 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 co-owners in direct ratio to said co-owner's respective percentage of ownership in the common elements, as set forth in the Declaration and for the holders of mortgage on his apartment, if any. Such policies of insurance should also contain, if possible, a waiver of subrogation rights by the insurer against individual co-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 workman's compensation insurance and other liability insurance as it deems desirable insuring each co-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 co-owner shall be responsible for obtaining his own insurance on the improvements and betterments to his apartment on the contents of his apartment and the limited common elements serving his apartment, as well as his decoration, furnishings and personal property therein, and his personal property stored elsewhere on the Property. In addition, in the event a co-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 co-owners as part of the common expenses, as above provided, said co-owner may, at his option and expense, obtain additional insurance.

t. In case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct the Building, shall be applied to such reconstruction. Reconstruction of the Building, as used in this paragraph, means restoring the Building to substantially the same condition in which it existed prior to the fire, casualty, or other disaster with each apartment and the common elements having the same verticle and horizontal boundaries as before.

Such reconstruction shall be accomplished by the Managing Agent or Board.

If insurance proceeds are insufficient to reconstruct the Building, damage to or destruction of the 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 co-owners shall be liable for assessment for any deficiency. However, if two-thirds (2/3) or more of the Building is destroyed or substantially damaged and if the co-owners, by a vote of at least three-quarters of the voting power, do not voluntarily, within one hundred (100) days after such destruction or damage, make provision for reconstruction, the Association shall record with the Court 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 co-owners.
2. The undivided interest in the Property owned in common shall appertain to each co-owner shall be the percentage of undivided interest previously owned by such co-owner in the common elements.
3. Any liens affecting any of the apartments shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the co-owner in the Property.

u. Without limiting the generality of the foregoing provisions of this paragraph "u", use of the Property by the co-owners shall be subject to the following restrictions:

1. Nothing shall be stored in the common elements without prior consent of the Association except in storage areas or as otherwise herein expressly provided;
2. Nothing shall be done or kept in any apartment or in the common elements which will increase the rate of insurance for the Property without the prior written consent of the Association. No co-owner shall permit anything to be done or kept in his apartment or in or on the common elements which will result in the cancellation of insurance on any apartment, 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 "n" of this Declaration, no sign of any kind shall be

displayed to the public view on or from any apartment of 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 apartment 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 apartment 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 building of the 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. Except within individual apartments, 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 directly to a parking space.

v. 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 co-owner (either by his own conduct or by the conduct of any other occupant of his apartment) 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 co-owner and/or others for enforcement of any lien and the appointment of a receiver for the apartment and ownership interest of such co-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 the apartment, 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 co-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 co-owner's interest in the Property and to maintain an action for possession of such apartment in the manner provided by law.

If any co-owner (either by his own conduct or the conduct of any occupant of his apartment) 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 co-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 co-owner a notice in writing terminating the rights of the said defaulting Owner to continue as co-owner and to continue to occupy, use or control his apartment, and thereupon an action in equity may be filed by the Board of Administrators against said defaulting co-owner for a decree of mandatory injunction against said defaulting co-owner or Occupant, or in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the apartment owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting co-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 co-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 co-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 co-owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the apartment and the

co-owner's corresponding percentage of ownership in the common elements, and to immediate possession of the apartment 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 apartment ownership sold subject to this Declaration.

w. 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, then such provisions shall continue only until twenty-one (21) years.

X.

SEPARATE TAXATION

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

XI.

RESERVATION IN DEVELOPER

(a) The Developer reserves the right to establish easements, reservations, exceptions and exclusions consistent with the condominium ownership of the Condominium Regime and for the best interests of all of the apartment owners in the Condominium Regime, including Developer, in order to serve the entire Condominium Regime, and to supplement or amend this Master Deed, or as amended, or the attached By-Laws, or as amended, until December 31, 1982, or until Developer releases control of the Association, or upon the sale by Developer of the 69th apartment unit, whichever first occurs.

(b) Developer further reserves the right, so long as it is the owner of any unsold apartments, to change the size or layout or the price or terms of sale of any such apartments. No change in the price of an apartment, however, will vary the percentage of interest in the common elements for that apartment in the Condominium Regime unless such change in price results from a change in the number of rooms from another apartment, or of taking a room or rooms and adding such room or rooms to another apartment, in either of which events the percentage of interest in the common elements of both such apartments thereafter will equal the aggregate estimated common charges and percentage of interest in the common elements of both such apartments prior to the change. 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 an apartment as provided in this Paragraph XI(b). Provided, however, amendments to the Master Deed by the provisions of this Paragraph XI(b) shall not be subject to the provisions of Paragraph XVI, hereof nor is the vote of three-fourths (3/4) of the apartment owners required.

## XII.

EASEMENTS

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

## XIII.

PIPE, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES,  
AND OTHER COMMON ELEMENTS LOCATED INSIDE OF APARTMENT

Each apartment owner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other apartments and serving his apartment. Each apartment shall be subject to an easement in favor of the owners of all other apartments to use the pipes, ducts, cables, wires, conduits, public utility lines and other common elements serving such other apartments and located in such apartment. The Board of Administrators of the Association shall have a right of access to each apartment to inspect the same, to remove violations therefrom and to maintain, repair or replace the common elements contained therein or elsewhere in the Condominium building.

## XIV.

APARTMENTS SUBJECT TO MASTER DEED, BY-LAWS  
AND RULES AND REGULATIONS

All present and future owners, tenants and occupants of apartments 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 apartment 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 apartment, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

## XV.

ALTERATIONS AND TRANSFER OF INTEREST

The common element appurtenant to each apartment shall have a permanent character and shall not be altered without the consent of all the apartments affected, expressed in an amendment to this Master Deed duly recorded. The common elements and easements shall not be separated from the apartment to which they appertain and shall be deemed to be conveyed, leased or encumbered with such apartment even though such interest or easement are not expressly mentioned or described in the conveyance or other instrument.

The Association shall have the first right of refusal for any apartment that is to be sold or leased by an owner; the first right of refusal shall last for a period of twenty (20) days from the date of written notice to sell or lease is given the Association pursuant to Paragraph IX(k)(2). All leases to sub-tenants must have the express consent of the Association, and the Association shall have the right to refuse to accept a sub-tenant and may refuse a 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.

## XVI.

AMENDMENT OF MASTER DEED

After December 31, 1982, or upon the sale by Developer of the 69th unit, or at such time as Developer releases control of the Boardwalk Association, Inc., whichever first occurs, this Master Deed may be amended by the vote of three-fourths (3/4) or more of the total basic value of the Condominium 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.

## XVII.

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.

IVIII.

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 violating or breaches which may occur.

XIX.

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.

XX.

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.

BOARDWALK LTD., a Nebraska  
Limited Partnership

By

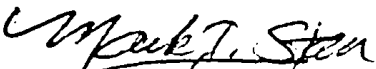
  
General Partner

By

  
General Partner



Witness



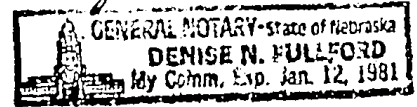
Witness

STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

On this 29<sup>th</sup> day of October, 1979, before me a Notary Public, duly commissioned and qualified in and for said County, personally came P.J. Morgan, General Partner of BOARDWALK, LTD., to me personally known to be the General Partner and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such General Partner and the voluntary act and deed of said partnership.

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

Denise N. Fullford  
Notary Public



STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

On this 29<sup>th</sup> day of OCTOBER, 1979, before me a Notary Public, duly commissioned and qualified in and for said County, personally came Frank Blazek, General Partner of BOARDWALK, LTD., to me personally known to be the General Partner and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed of such General Partner and the voluntary act and deed of said partnership.

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

Mark T. Starr  
Notary Public

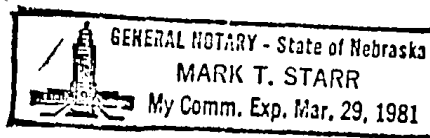
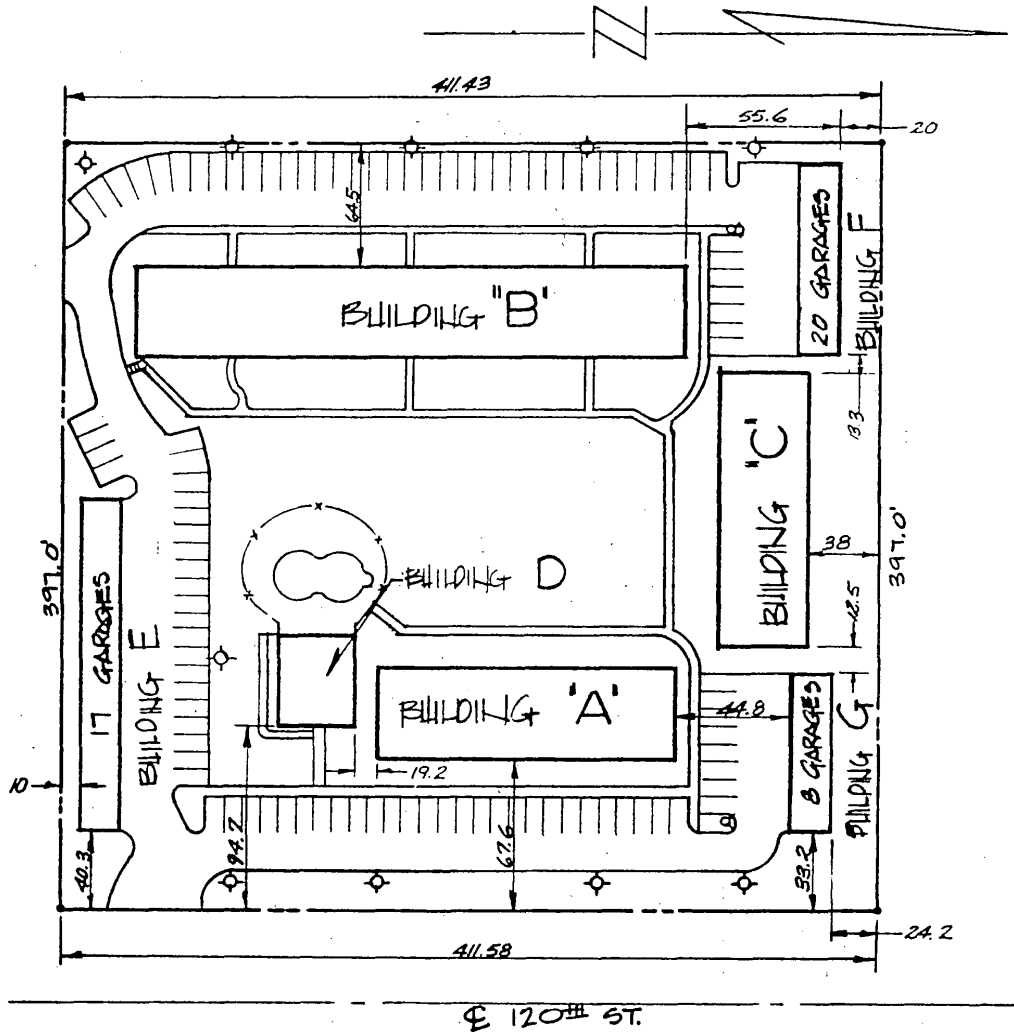


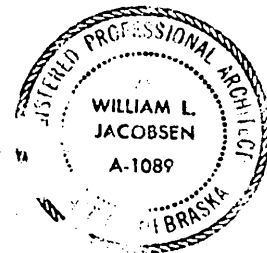
EXHIBIT "A"

BOARDWALK CONDOMINIUM

PROPERTY REGIME



SITE PLAN



I, the undersigned, William L. Jacobsen, an architect, authorized and licensed to practice in the State of Nebraska, do hereby certify that the plans attached hereto, pages 1 through 16, inclusive, show the dimensions, area and location of each apartment therein and the area and location of the common elements affording access to each apartment and the area and location of the limited, common areas. This Certificate made in accordance with R.R.S. Nebr. 76-810.

Dated this 18 day of October, 1979

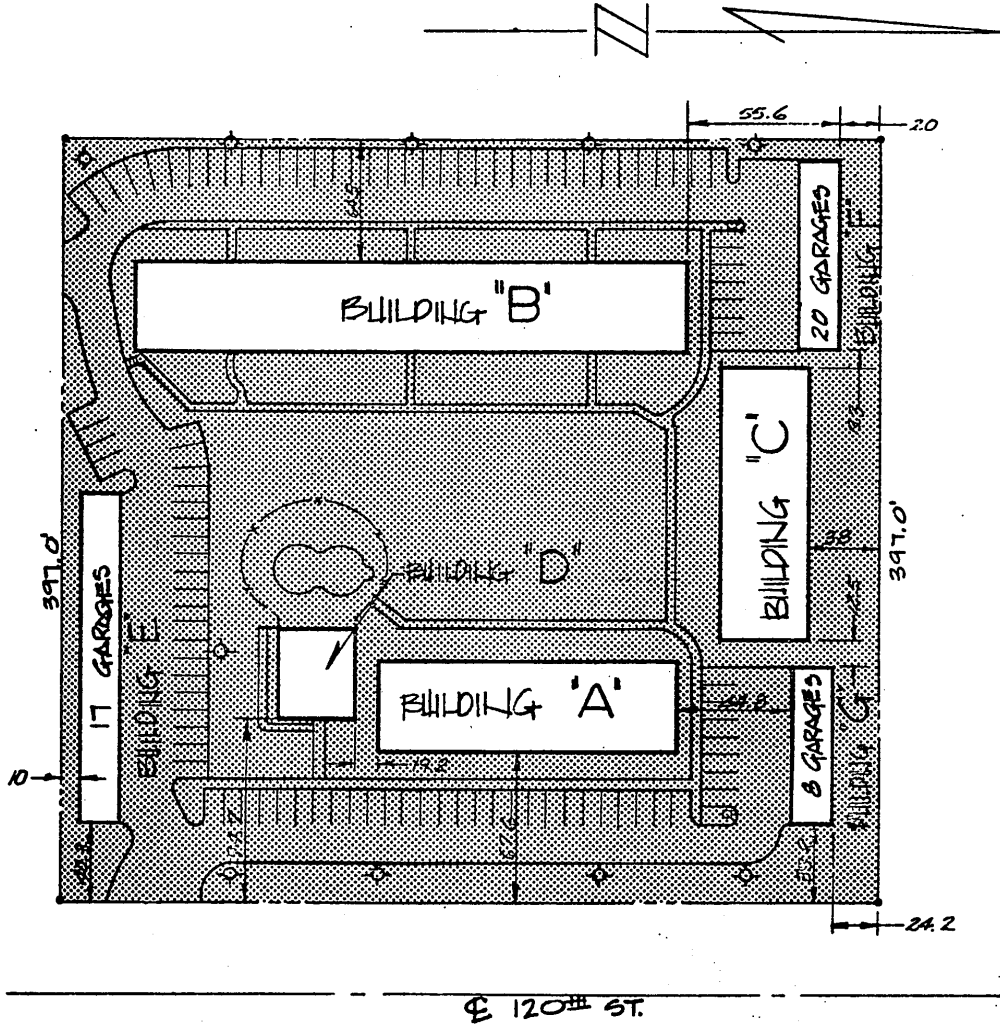
*William L. Jacobsen*  
 William L. Jacobsen

EXHIBIT "A"

BOARDWALK CONDOMINIUM

PROPERTY REGIME

GENERAL COMMON ELEMENT PLAT

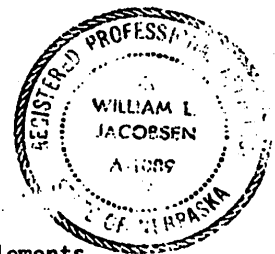


TYPICAL BLDG DESIGNATION



LEGEND

- Limited Common Elements
- General Common Elements



I, the undersigned, William L. Jacobsen, an architect, authorized and licensed to practice in the State of Nebraska, do hereby certify that the plans attached hereto, pages / through /6, inclusive, show the dimensions, area and location of each apartment therein and the area and location of the common elements affording access to each apartment and the area and location of the limited, common areas. This Certificate made in accordance with R.R.S. Nebr. 76-810.

Dated this 18 day of October, 1979

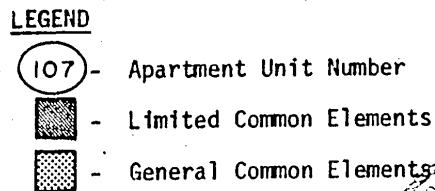
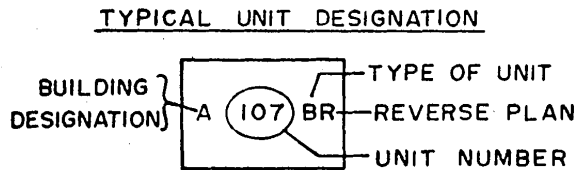
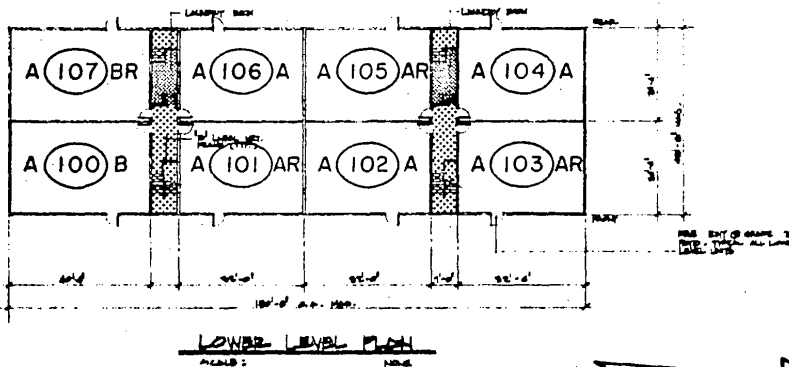
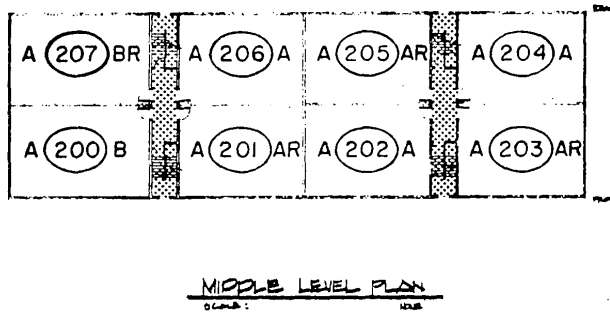
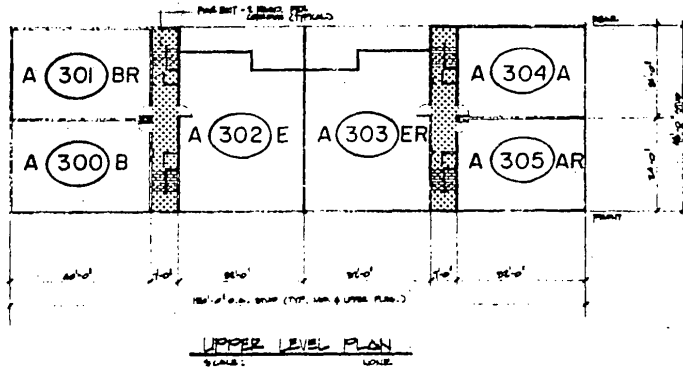
*William L. Jacobsen*  
William L. Jacobsen

EXHIBIT "A"

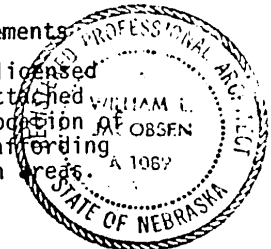
BOARDWALK CONDOMINIUM

PROPERTY REGIME

BLDG. "A"

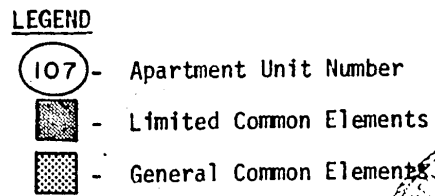
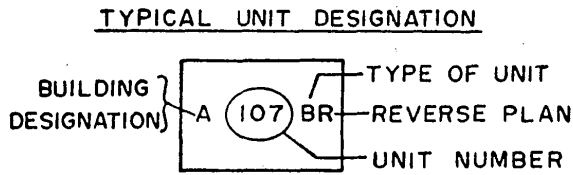
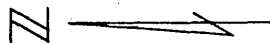
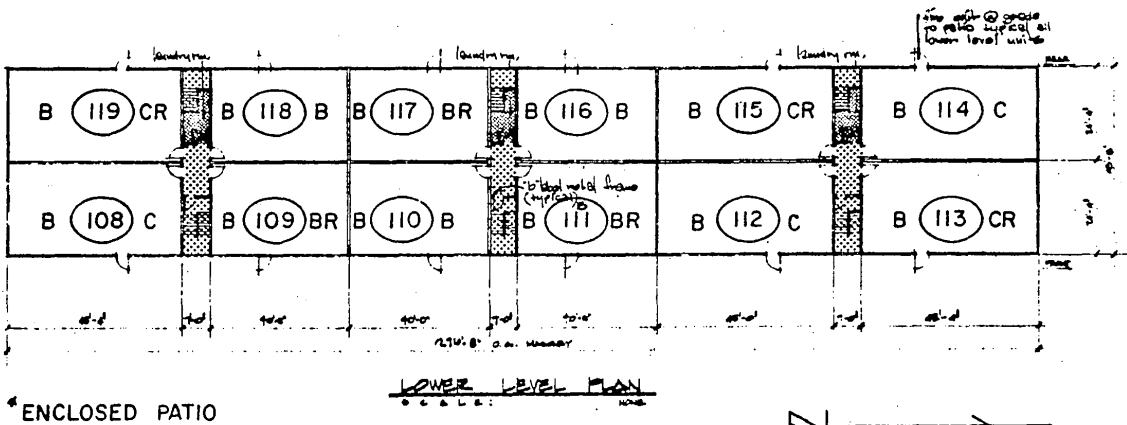
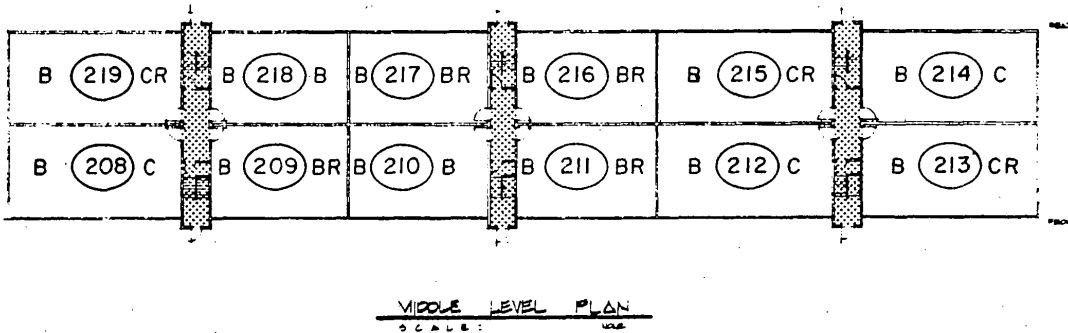
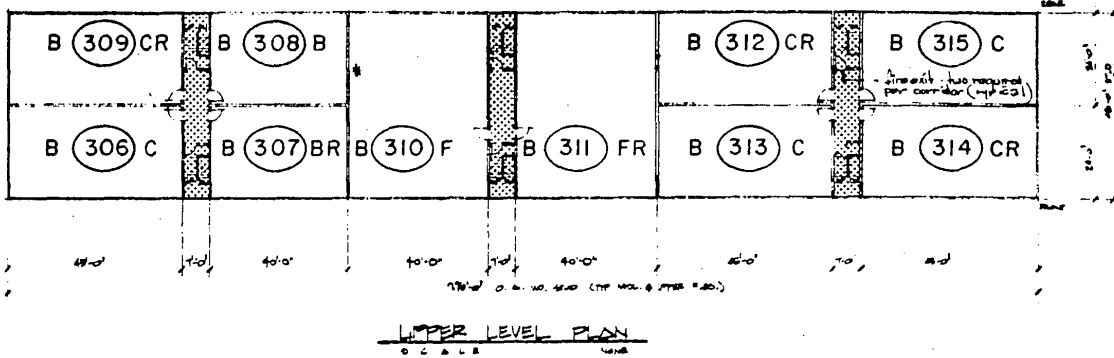


I, the undersigned, William L. Jacobsen, an architect, authorized and licensed to practice in the State of Nebraska, do hereby certify that the plans attached hereto, pages 1 through 16, inclusive, show the dimensions, area and location of each apartment therein and the area and location of the common elements affording access to each apartment and the area and location of the limited, common areas. This Certificate made in accordance with R.R.S. Nebr. 76-810.  
Dated this 18 day of October, 1979



*William L. Jacobsen*  
William L. Jacobsen

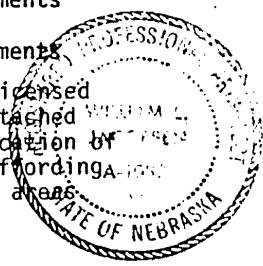
BOARDWALK CONDOMINIUM  
PROPERTY REGIME  
BLDG. "B"



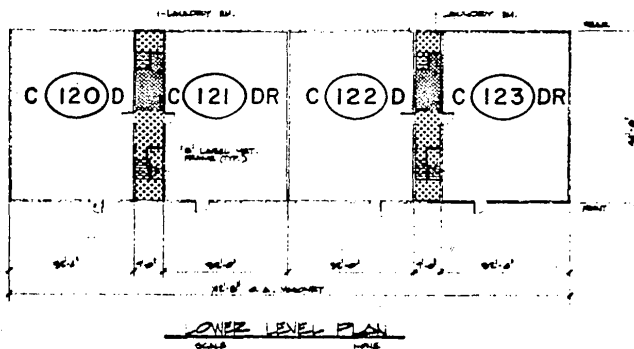
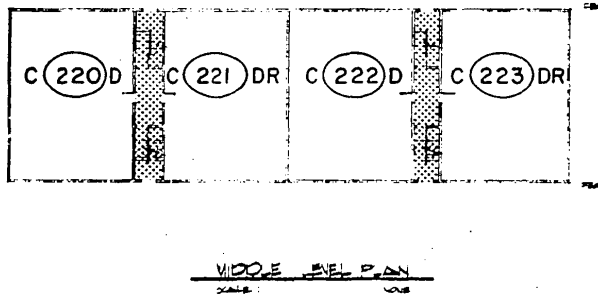
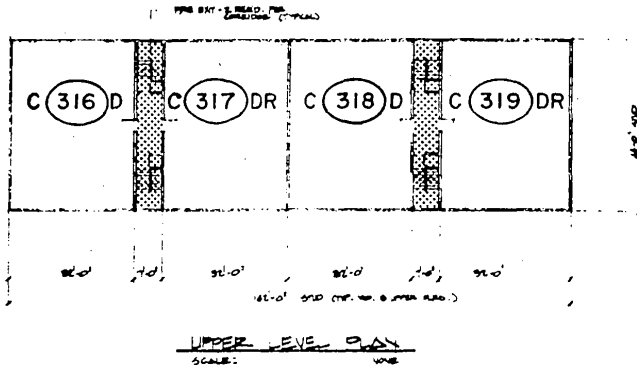
I, the undersigned, William L. Jacobsen, an architect, authorized and licensed to practice in the State of Nebraska, do hereby certify that the plans attached hereto, pages 1 through 16, inclusive, show the dimensions, area and location of each apartment therein and the area and location of the common elements affording access to each apartment and the area and location of the limited, common areas. This Certificate made in accordance with R.R.S. Nebr. 76-810.

Dated this 15 day of October, 1979

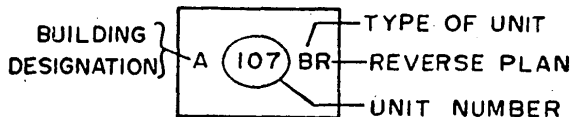
*William L. Jacobsen*  
William L. Jacobsen







TYPICAL UNIT DESIGNATION



LEGEND

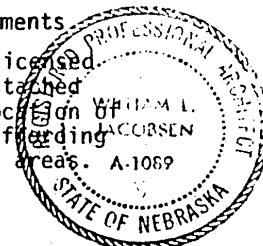
- (107) - Apartment Unit Number
- [Hatched Box] - Limited Common Elements
- [Dotted Box] - General Common Elements

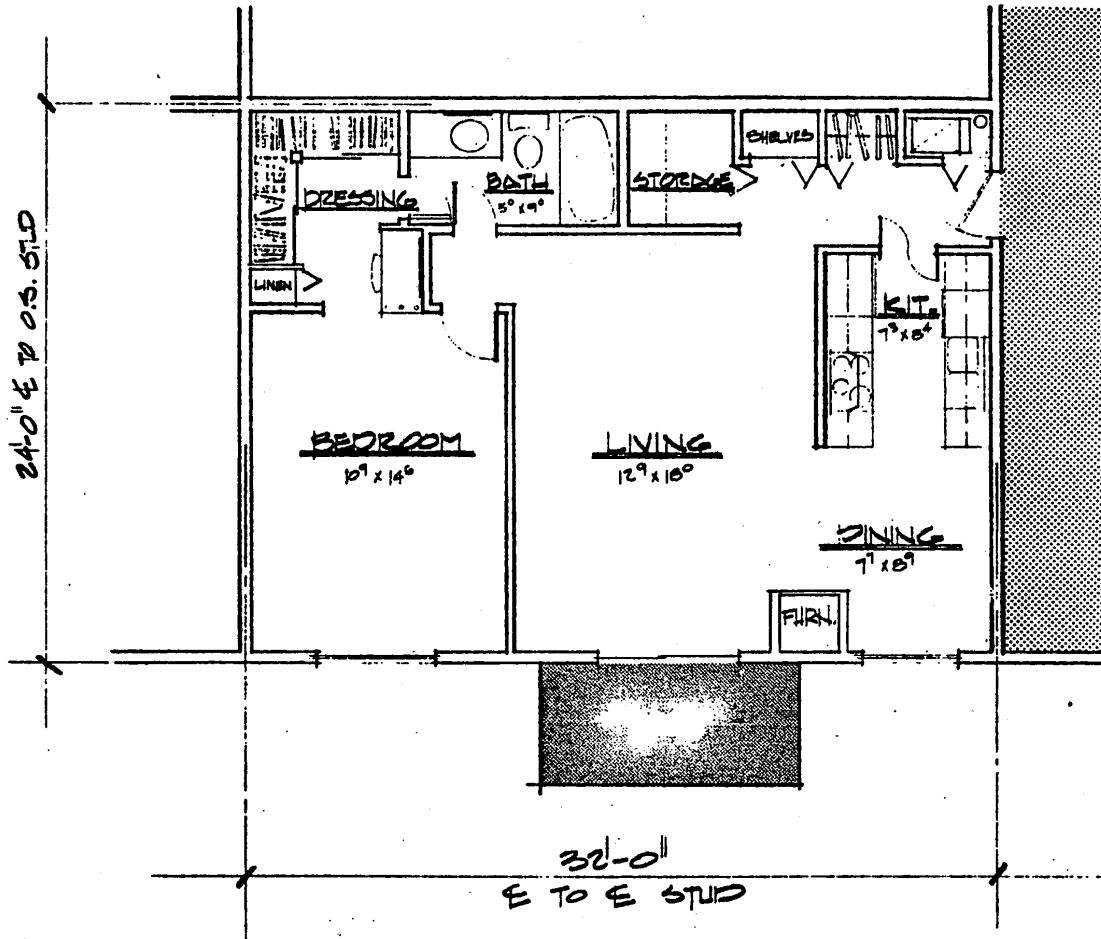
I, the undersigned, William L. Jacobsen, an architect, authorized and licensed to practice in the State of Nebraska, do hereby certify that the plans attached hereto, pages 1 through 16, inclusive, show the dimensions, area and location of each apartment therein and the area and location of the common elements affording access to each apartment and the area and location of the limited, common areas. This Certificate made in accordance with R.R.S. Nebr. 76-810.

Dated this 19 day of October, 1979

William L. Jacobsen



*William L. Jacobsen*





BR. - 1 BATH - 782 SQ. FT.  
NO SCALE

LEGEND

-  - Limited Common Elements
-  - General Common Elements



I, the undersigned, William L. Jacobsen, an architect, authorized and licensed to practice in the State of Nebraska, do hereby certify that the plans attached hereto, pages 7 through 16, inclusive, show the dimensions, area and location of each apartment therein and the area and location of the common elements affording access to each apartment and the area and location of the limited, common areas. This Certificate made in accordance with R.R.S. Nebr. 76-810.

Dated this 13 day of October, 1979

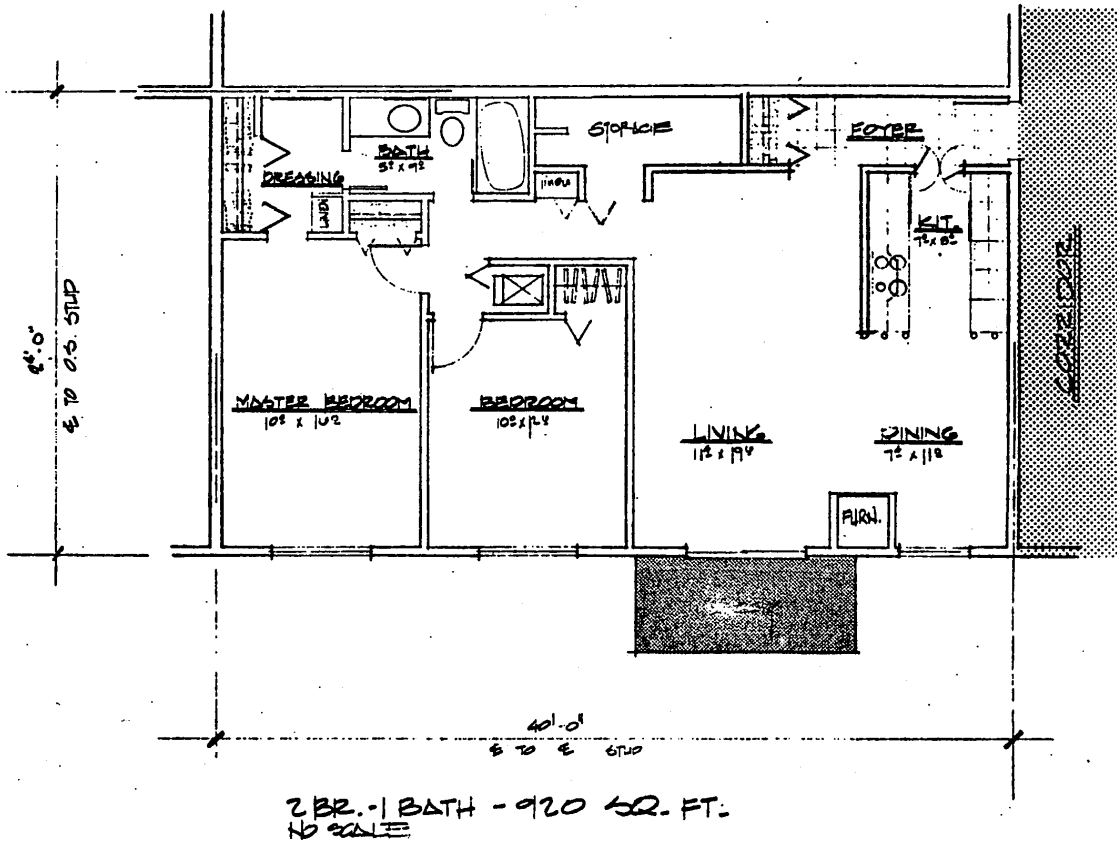
*William L. Jacobsen*  
 William L. Jacobsen

EXHIBIT "A"



BOARDWALK CONDOMINIUM

PROPERTY REGIME

UNIT TYPE "B"



LEGEND

-  - Limited Common Elements
-  - General Common Elements



I, the undersigned, William L. Jacobsen, an architect, authorized and licensed to practice in the State of Nebraska, do hereby certify that the plans attached hereto, pages 1 through 16, inclusive, show the dimensions, area and location of each apartment therein and the area and location of the common elements affording access to each apartment and the area and location of the limited, common areas. This Certificate made in accordance with R.R.S. Nebr. 76-810.

Dated this 18 day of October, 1979

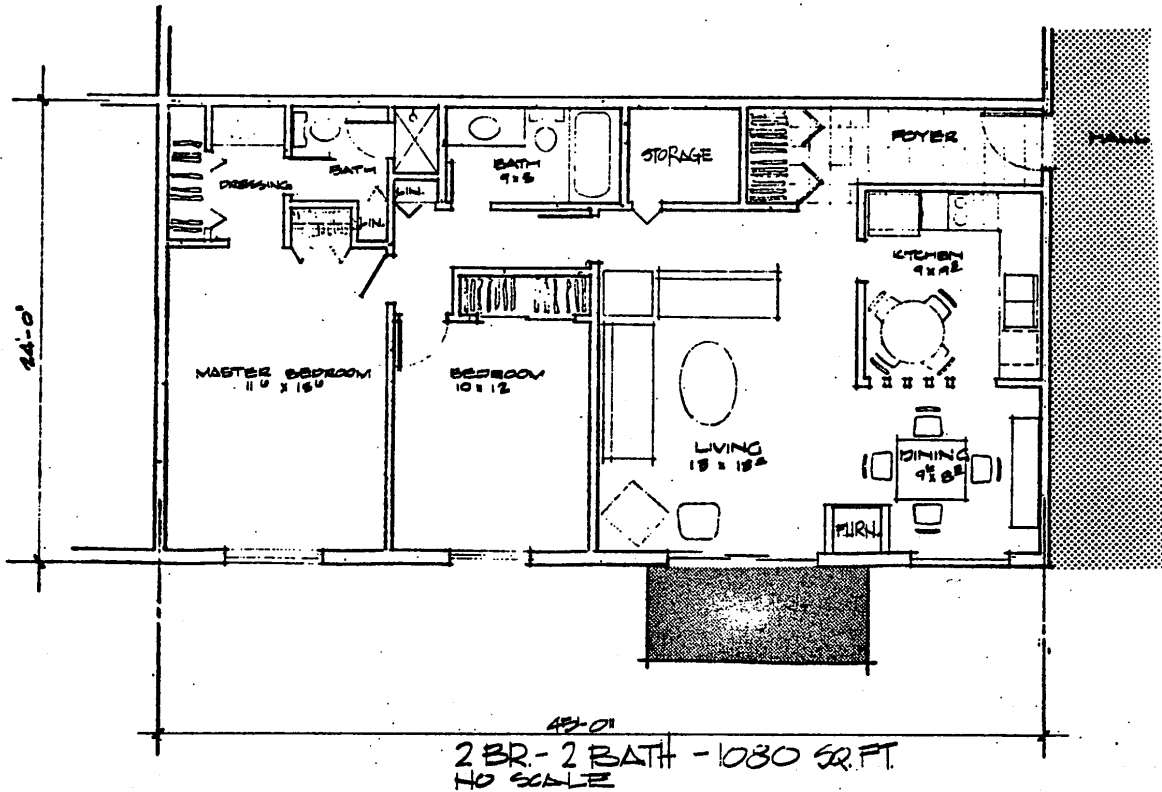
  
 William L. Jacobsen

EXHIBIT "A"



BOARDWALK CONDOMINIUM

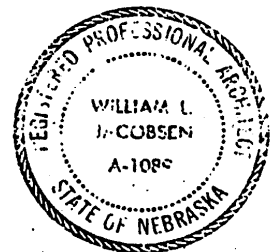
PROPERTY REGIME

UNIT TYPE "C"



LEGEND

-  - Limited Common Elements
-  - General Common Elements

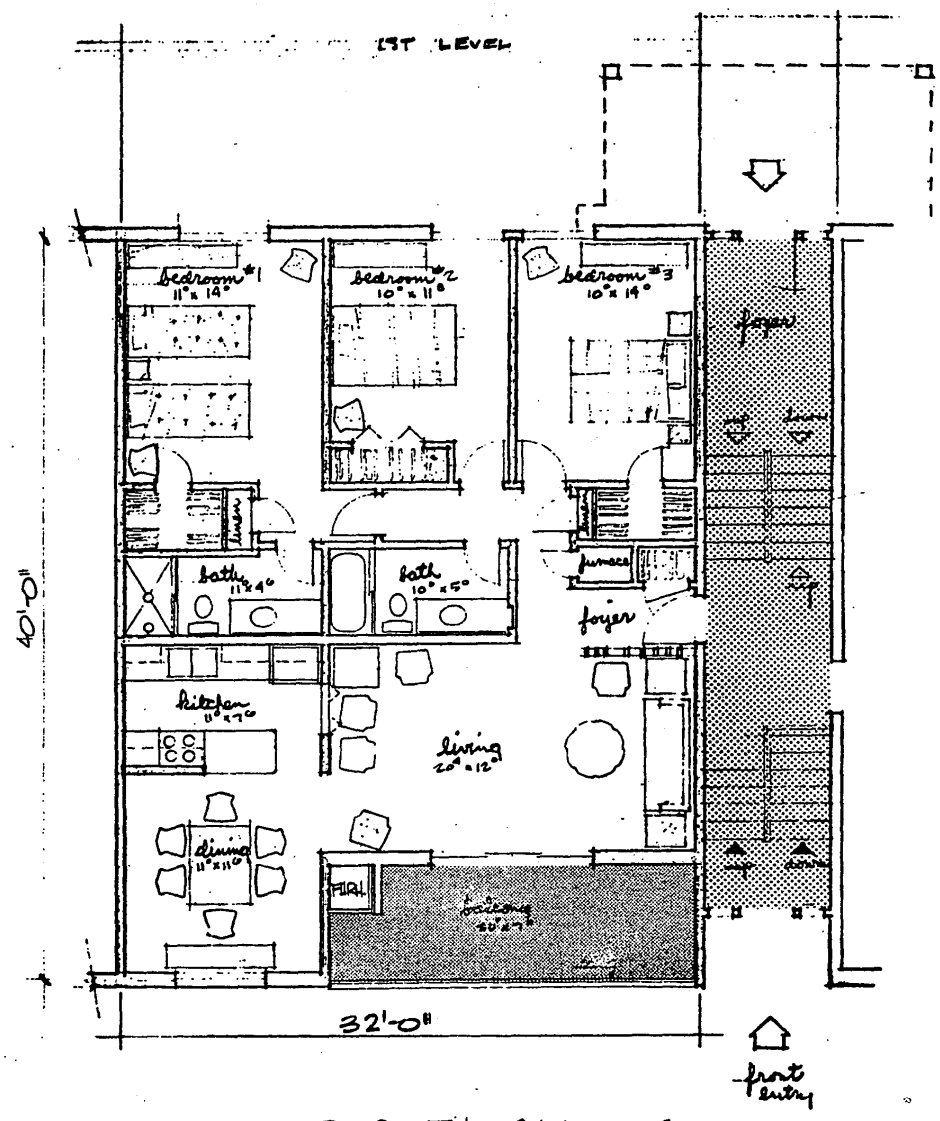


I, the undersigned, William L. Jacobsen, an architect, authorized and licensed to practice in the State of Nebraska, do hereby certify that the plans attached hereto, pages 1 through 16, inclusive, show the dimensions, area and location of each apartment therein and the area and location of the common elements affording access to each apartment and the area and location of the limited, common areas. This Certificate made in accordance with R.R.S. Nebr. 76-810.

Dated this 16 day of October, 1979



*William L. Jacobsen*  
 William L. Jacobsen

EXHIBIT "A"  
 BOARDWALK CONDOMINIUM  
 PROPERTY REGIME  
 UNIT TYPE "D"



3 BR. - 2 BATH - 1268 SQ. FT.  
 NO SCALE

LEGEND

-  - Limited Common Elements
-  - General Common Elements

I, the undersigned, William L. Jacobsen, an architect, authorized and licensed to practice in the State of Nebraska, do hereby certify that the plans attached hereto, pages 1 through 16, inclusive, show the dimensions, area and location of each apartment therein and the area and location of the common elements affording access to each apartment and the area and location of the limited, common areas. This Certificate made in accordance with R.R.S. Nebr. 76-810.

Dated this 16 day of October, 1979

*William L. Jacobsen*  
 William L. Jacobsen

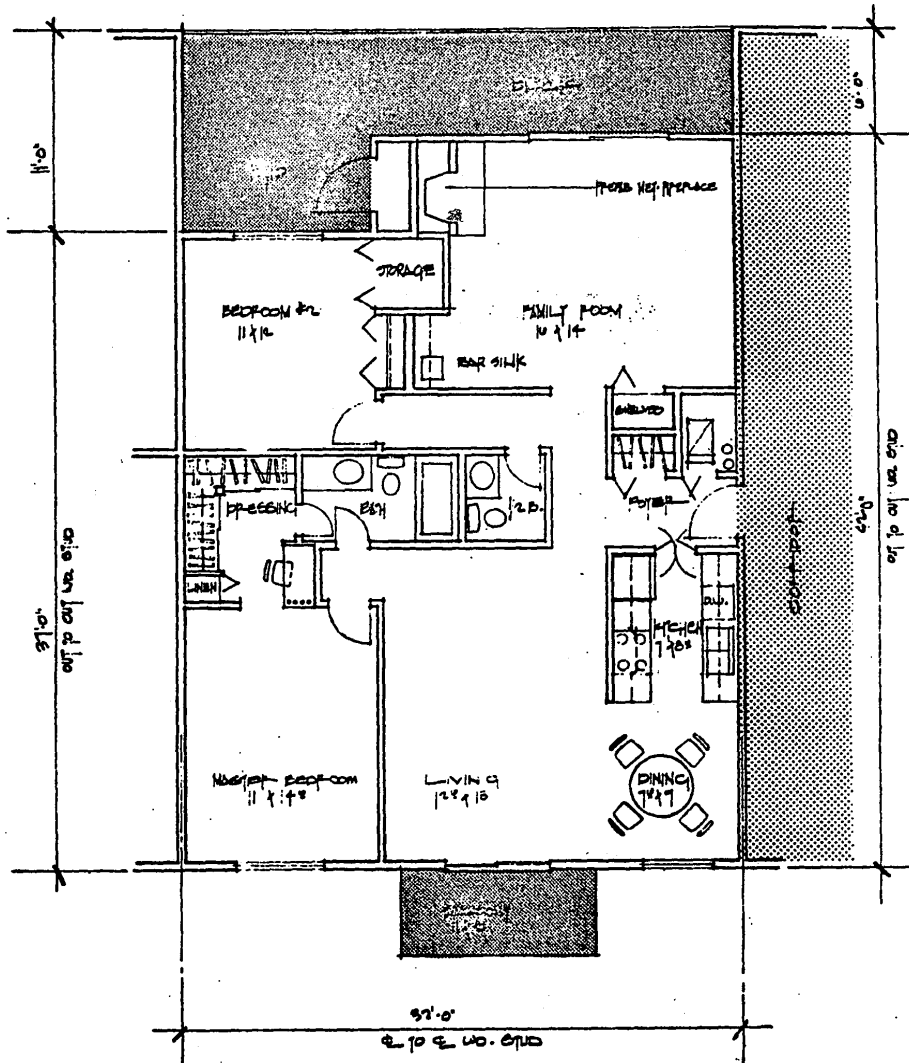


EXHIBIT "A"

BOARDWALK CONDOMINIUM



PROPERTY REGIME

UNIT TYPE "E"

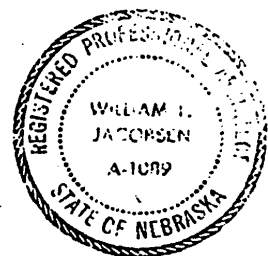


2 BR - 1 1/2 BATH - 1200 SQ. FT.  
NO SCALE

LEGEND

-  - Limited Common Elements
-  - General Common Elements

I, the undersigned, William L. Jacobsen, an architect, authorized and licensed to practice in the State of Nebraska, do hereby certify that the plans attached hereto, pages 1 through 16, inclusive, show the dimensions, area and location of each apartment therein and the area and location of the common elements affording access to each apartment and the area and location of the limited, common areas. This Certificate made in accordance with R.R.S. Nebr. 76-810.  
 Dated this 18 day of October, 1979



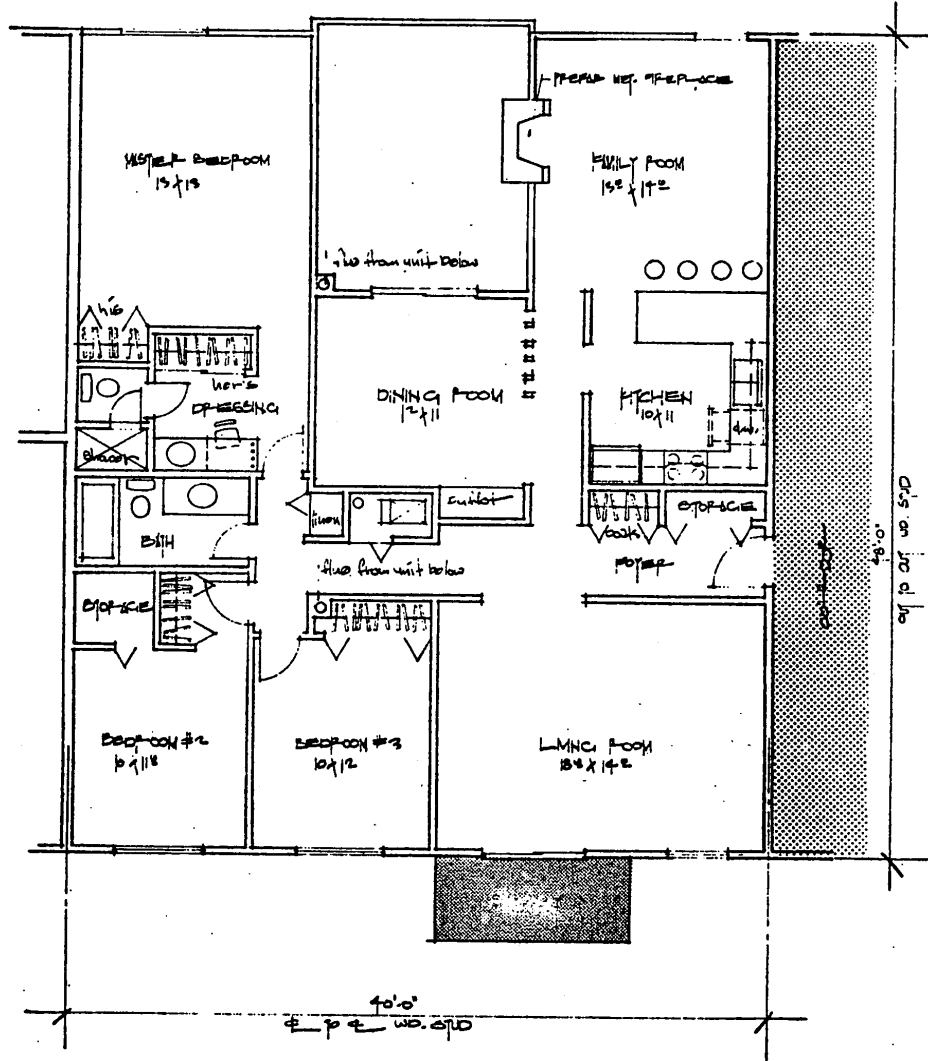
*William L. Jacobsen*  
 William L. Jacobsen

EXHIBIT "A"

BOARDWALK CONDOMINIUM



PROPERTY REGIME

UNIT TYPE "F"



SPT - 2 BATH - 19' SQ. FT.  
NO SCALE

LEGEND

-  - Limited Common Elements
-  - General Common Elements

I, the undersigned, William L. Jacobsen, an architect, authorized and licensed to practice in the State of Nebraska, do hereby certify that the plans attached hereto, pages 1 through 16, inclusive, show the dimensions, area and location of each apartment therein and the area and location of the common elements affording access to each apartment and the area and location of the limited, common areas. This Certificate made in accordance with R.R.S. Nebr. 76-810.

Dated this 18 day of October, 1979

*William L. Jacobsen*  
 William L. Jacobsen

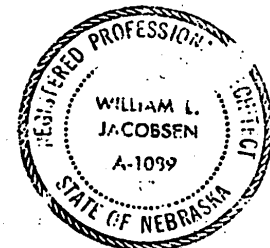
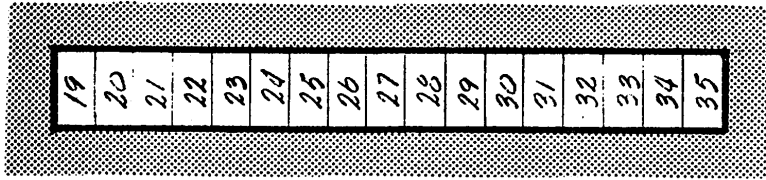
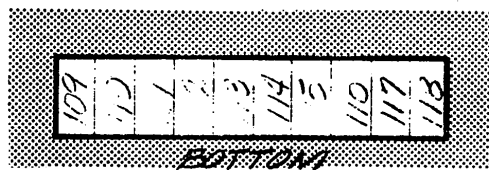
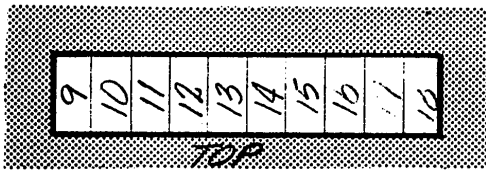


EXHIBIT "A"  
 BOARDWALK CONDOMINIUM  
 PROPERTY REGIME

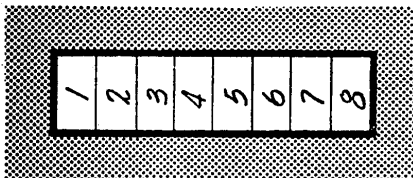
GARAGE UNITS



BUILDING "E"






BUILDING "F"



BUILDING "G"

LEGEND

-  - Garage Unit Number
-  - Limited Common Elements
-  - General Common Elements

I, the undersigned, William L. Jacobsen, an architect, authorized and licensed to practice in the State of Nebraska, do hereby certify that the plans attached hereto, pages 1 through 16, inclusive, show the dimensions, area and location of each apartment therein and the area and location of the common elements affording access to each apartment and the area and location of the limited, common areas. This Certificate made in accordance with R.R.S. Nebr. 76-810.

Dated this 18 day of October, 1979

*William L. Jacobsen*  
 William L. Jacobsen

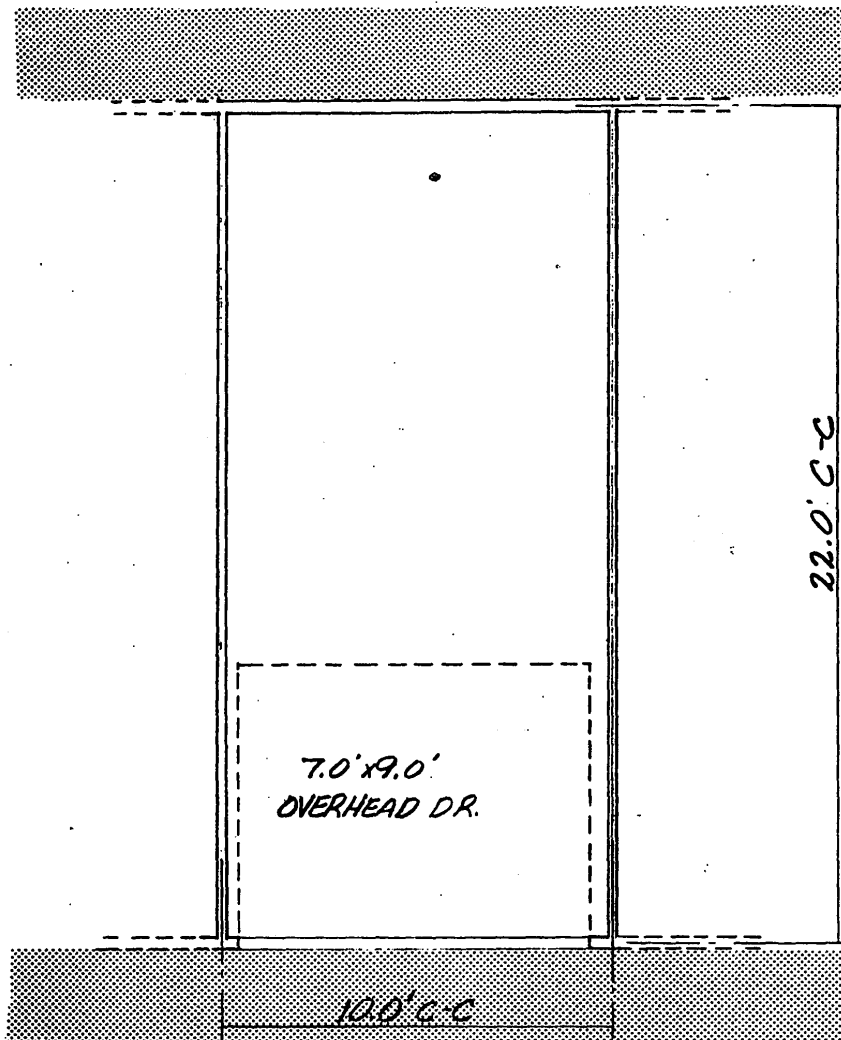




EXHIBIT "A"

BOARDWALK CONDOMINIUM



PROPERTY REGIME



GARAGE PLAN (TYPICAL)



LEGEND

-  - Limited Common Elements
-  - General Common Elements

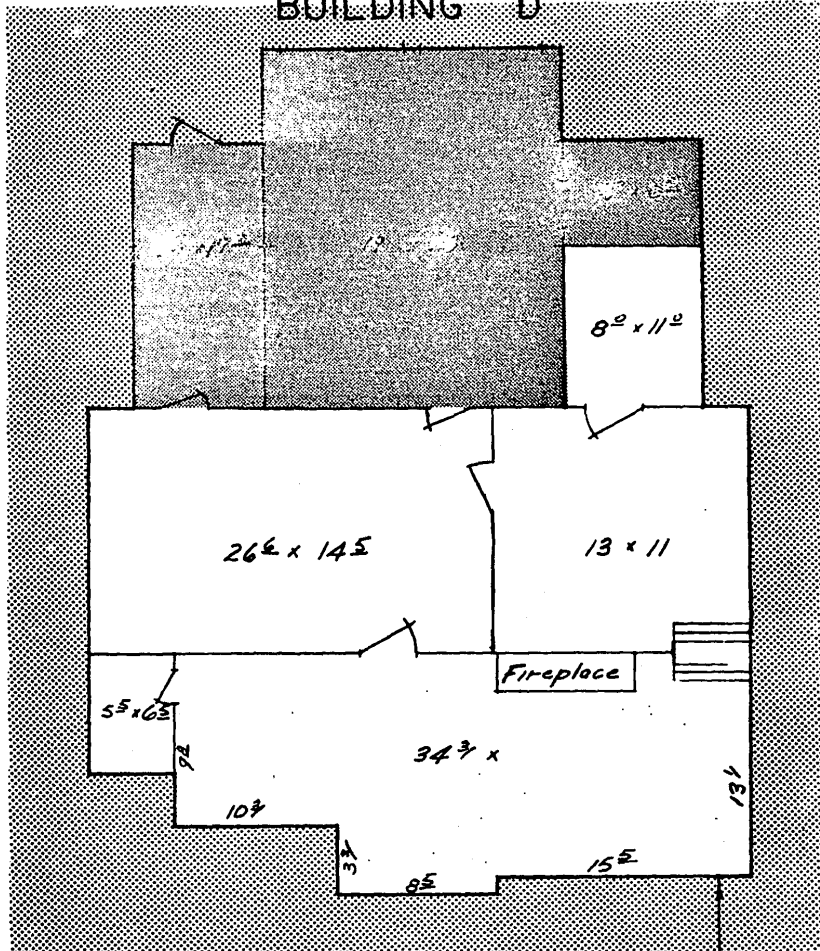
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Dated this 18 day of October, 1979

*William L. Jacobsen*  
 William L. Jacobsen

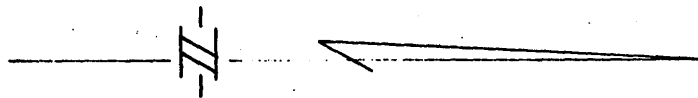
EXHIBIT "A"  
BOARDWALK CONDOMINIUM  
PROPERTY REGIME

BUILDING "D"



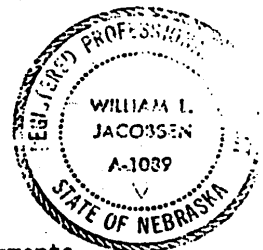
BASEMENT PLAN

Approximate E 120<sup>TH</sup> ST.



LEGEND

- Limited Common Elements
- General Common Elements



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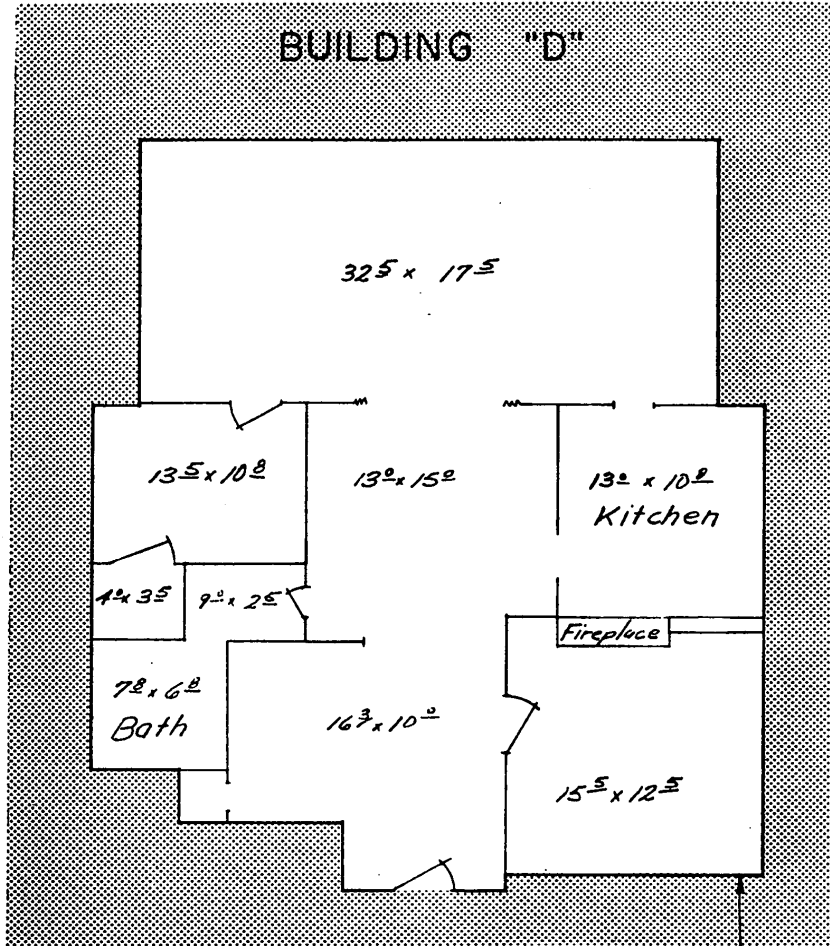
Dated this 18 day of October, 1979

*William L. Jacobsen*  
 \_\_\_\_\_  
 William L. Jacobsen

EXHIBIT "A"

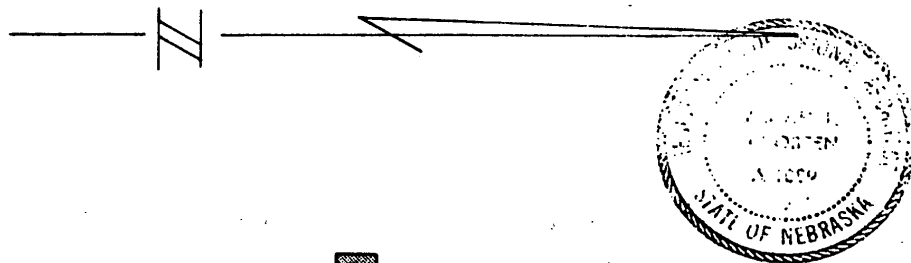
BOARDWALK CONDOMINIUM



PROPERTY REGIME



FIRST FLOOR PLAN

Approximate E 120<sup>th</sup> St.



-  - Limited Common Elements
-  - General Common Elements

I, the undersigned, William L. Jacobsen, an architect, authorized and licensed to practice in the State of Nebraska, do hereby certify that the plans attached hereto, pages 1 through 16, inclusive, show the dimensions, area and location of each apartment therein and the area and location of the common elements affording access to each apartment and the area and location of the limited, common areas. This Certificate made in accordance with R.R.S. Nebr. 76-810.

Dated this 13 day of October, 1979

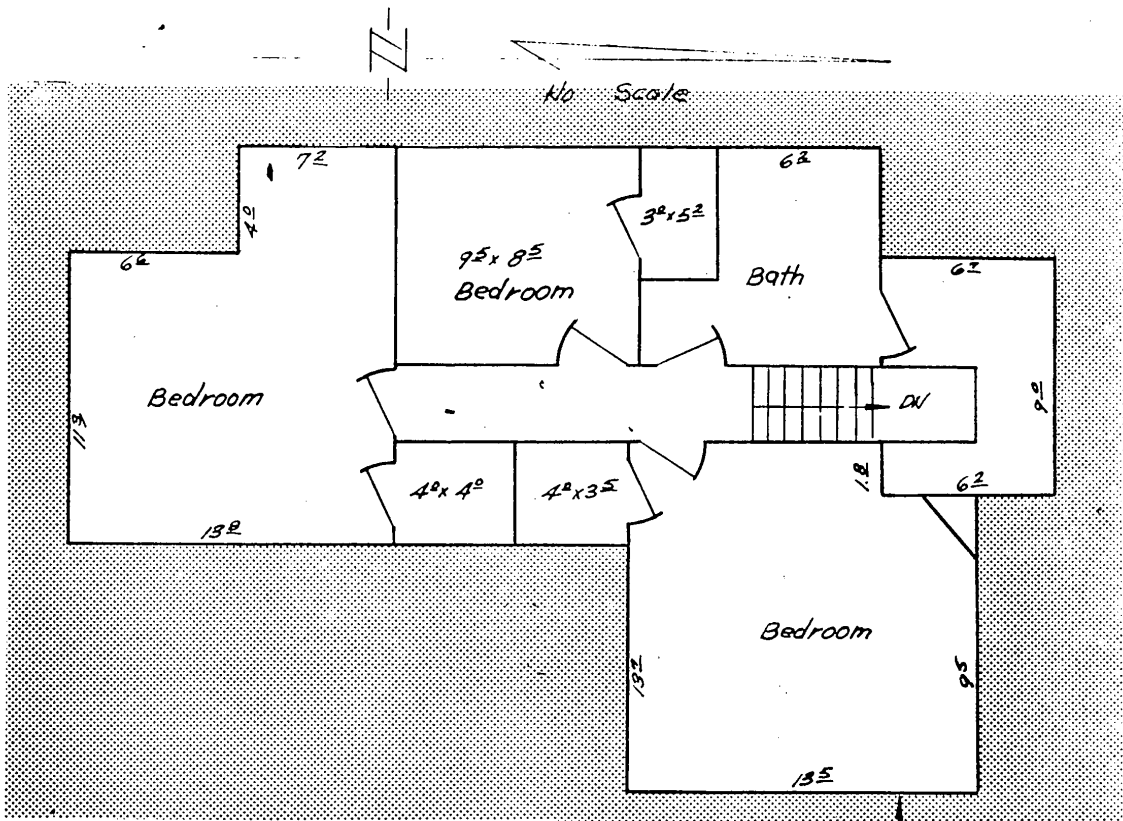
*William L. Jacobsen*  
 William L. Jacobsen

EXHIBIT "A"

BOARDWALK CONDOMINIUM

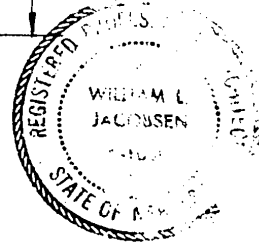
PROPERTY REGIME

BUILDING "D"





UPPER FLOOR PLAN

Approximate  $\perp$  120<sup>TH</sup> ST.



LEGEND

-  - Limited Common Elements
-  - General Common Elements

I, the undersigned, William L. Jacobsen, an architect, authorized and licensed to practice in the State of Nebraska, do hereby certify that the plans attached hereto, pages 1 through 6, inclusive, show the dimensions, area and location of each apartment therein and the area and location of the common elements affording access to each apartment and the area and location of the limited, common areas. This Certificate made in accordance with R.R.S. Nebr. 76-810.

Dated this 18 day of October, 1979

*William L. Jacobsen*  
 William L. Jacobsen

EXHIBIT "B"

The total value of the entire Condominium Regime is \$2,068,150.00 and the basic value of each apartment in the Condominium Regime; the percentage which each apartment shall share in the expenses of, and the rights in, common elements; the votes each unit owner(s) is entitled to; and the approximate square feet of each apartment in The Boardwalk Condominium Association, Inc., are as follows:

<u>Apartment No.</u>	<u>Basic Value</u>	<u>Percentage</u>	<u>Votes</u>	<u>Approximate Square Feet</u>
A 100B	\$ 24,350	01.177	117	920
A 101AR	20,350	00.983	98	782
A 102A	20,350	00.983	98	782
A 103AR	20,350	00.983	98	782
A 104A	19,950	00.964	96	782
A 105AR	19,950	00.964	96	782
A 106A	19,950	00.964	96	782
A 107BR	23,950	01.158	115	920
A 200B	24,850	01.201	120	920
A 201AR	21,150	01.022	102	782
A 202A	21,150	01.022	102	782
A 203AR	21,150	01.022	102	782
A 204A	21,500	01.039	103	782
A 205AR	21,500	01.039	103	782
A 206A	21,500	01.039	103	782
A 207BR	25,300	01.223	122	920
A 300B	24,850	01.201	120	920
A 301BR	25,300	01.223	122	920
A 302E	39,950	01.931	193	1,280
A 303ER	39,950	01.931	193	1,280
A 304A	21,500	01.039	103	782
A 305AR	21,150	01.022	102	782
B 108C	28,100	01.358	135	1,080
B 109BR	24,350	01.177	117	920
B 110B	24,350	01.177	117	920
B 111BR	24,350	01.177	117	920
B 112C	28,100	01.358	135	1,080
B 113CR	28,100	01.358	135	1,080
B 114C	27,750	01.341	134	1,080
B 115CR	27,750	01.341	134	1,080
B 116B	23,950	01.158	115	920
B 117BR	23,950	01.158	115	920
B 118B	23,950	01.158	115	920
B 119CR	27,750	01.341	134	1,080
B 208C	28,650	01.385	138	1,080
B 209BR	24,850	01.201	120	920
B 210B	24,850	01.201	120	920
B 211BR	24,850	01.201	120	920
B 212C	28,650	01.385	138	1,080
B 213CR	28,650	01.385	138	1,080
B 214C	29,150	01.409	140	1,080
B 215CR	29,150	01.409	140	1,080
B 216B	25,300	01.223	122	920
B 217BR	25,300	01.223	122	920
B 218B	25,300	01.223	122	920
B 219CR	29,150	01.409	140	1,080
B 306C	28,650	01.385	138	1,080
B 307BR	24,850	01.201	120	920
B 308B	25,300	01.223	122	920
B 309CR	29,150	01.409	140	1,080
B 310FR	53,950	02.608	260	1,920
B 311F	53,950	02.608	260	1,920
B 312CR	29,150	01.409	140	1,080
B 313C	28,650	01.385	138	1,080
B 314CR	28,650	01.385	138	1,080
B 315C	29,150	01.409	140	1,080

<u>Apartment No.</u>	<u>Basic Value</u>	<u>Percentage</u>	<u>Votes</u>	<u>Approximate Square Feet</u>
C 120D	\$ 32,950	01.593	159	1,268
C 121DR	32,950	01.593	159	1,268
C 122D	32,950	01.593	159	1,268
C 123DR	32,950	01.593	159	1,268
C 220D	34,200	01.653	165	1,268
C 221DR	34,200	01.653	165	1,268
C 222D	34,200	01.653	165	1,268
C 223DR	34,200	01.653	165	1,268
C 316D	34,200	01.653	165	1,268
C 317DR	34,200	01.653	165	1,268
C 318D	34,200	01.653	165	1,268
C 319DR	34,200	01.653	165	1,268
D	85,000	04.109	410	2,200
G 1	2,000	00.096	9	220
G 2	2,000	00.096	9	220
G 3	2,000	00.096	9	220
G 4	2,000	00.096	9	220
G 5	2,000	00.096	9	220
G 6	2,000	00.096	9	220
G 7	2,000	00.096	9	220
G 8	2,000	00.096	9	220
G 9	2,000	00.096	9	220
F 10	2,000	00.096	9	220
F 11	2,000	00.096	9	220
F 12	2,000	00.096	9	220
F 13	2,000	00.096	9	220
F 14	2,000	00.096	9	220
F 15	2,000	00.096	9	220
F 16	2,000	00.096	9	220
F 17	2,000	00.096	9	220
F 18	2,000	00.096	9	220
F 109	2,000	00.096	9	220
F 110	2,000	00.096	9	220
F 111	2,000	00.096	9	220
F 112	2,000	00.096	9	220
F 113	2,000	00.096	9	220
F 114	2,000	00.096	9	220
F 115	2,000	00.096	9	220
F 116	2,000	00.096	9	220
F 117	2,000	00.096	9	220
F 118	2,000	00.096	9	220
E 19	2,000	00.096	9	220
E 20	2,000	00.096	9	220
E 21	2,000	00.096	9	220
E 22	2,000	00.096	9	220
E 23	2,000	00.096	9	220
E 24	2,000	00.096	9	220
E 25	2,000	00.096	9	220
E 26	2,000	00.096	9	220
E 27	2,000	00.096	9	220
E 28	2,000	00.096	9	220
E 29	2,000	00.096	9	220
E 30	2,000	00.096	9	220
E 31	2,000	00.096	9	220
E 32	2,000	00.096	9	220
E 33	2,000	00.096	9	220
E 34	2,000	00.096	9	220
E 35	2,000	00.096	9	220
	<hr/>			
	\$2,068,150	99.933	9,934	82,504

EXHIBIT "C"

BY-LAWS OF  
BOARDWALK CONDOMINIUM  
PROPERTY REGIME  
AND  
BOARDWALK ASSOCIATION, INC.

ARTICLE I. BY-LAWS

Section 1. Description

These are the By-Laws of the Boardwalk Association, Inc., a Nebraska non-profit corporation with its registered offices at Omaha, Nebraska. These are also the By-Laws of Boardwalk Condominium Property Regime, 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 has been organized to provide a means of management for Boardwalk Condominium Property Regime, a Nebraska condominium regime in Omaha, Nebraska, sometimes hereinafter referred to as the "Condominium Regime". Membership in the Association is automatically granted and restricted to record owners of apartment units (herein sometimes referred to as "units") in said Condominium Regime. The votes on behalf of a unit shall be in person by the record owner thereof, or by proxy, but if a unit is owned by more than one person or by a corporation or 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 unit and filed with the Secretary of the Association. Each unit shall be entitled to the number of votes assigned to such unit in Paragraph IV of the Master Deed creating the Condominium Regime.

Section 4. Property Submitted

The property described in Paragraph II of the Master Deed as located in Douglas County, Nebraska, has been submitted pursuant to the provisions of Section 76-801 through 76-824, Reissue, Revised Statutes of Nebraska, known as "Condominium Property Act" by the Master Deed recorded simultaneously herewith in the office of the Register of Deeds of Douglas County, Nebraska.

Section 5. Application

All present and future owners, mortgagees, lessees and occupants of condominium units and their employees, and any other

persons who may use the facilities of the Condominium Regime in any manner are subject to these By-Laws, the Master Deed and the Rules and Regulations.

The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a condominium unit 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.

## ARTICLE II. UNIT OWNERS

### Section 1. Annual Members' Meetings

Upon December 31, 1982, or upon the closing of the sale of the 69th unit by Boardwalk, Ltd., a Nebraska limited partnership (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 unit owners thereof and the first annual meeting of the unit owners shall be held within 30 days thereafter.

At such meeting, the original Board of Administrators shall resign as members of the Board of Administrators and as officers, and all the unit owners, including the Developer shall elect a new Board of Administrators. Thereafter, the annual meeting of the unit owners shall be held on the 15th day of January 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 following business day. At such meetings the Board of Administrators shall be elected by ballot of the unit owners in accordance with the requirements of Section 3 of Article III of these By-Laws. So long as the Developer shall own two or more of the units, the Developer shall be entitled to elect at least one member of the Board of Administrators who shall serve for a term of one year. The unit owners may transact such other business at such meetings as may properly come before them.

### Section 2. Special Members' Meetings

Special meetings of the Association unit owners may be called by the President or Vice-President or by a majority of the Board of Administrators and must be called upon receipt of written request from members holding a majority of the total basic value of the Condominium Regime, using the percentage set forth in Paragraph IV of the Master Deed. Notice of a special meeting shall state the time and place of such meeting and the purpose thereof. No business, except that stated in the notice shall be transacted at the special meeting.

### Section 3. Place of Meetings

Meetings of the Association unit owners shall be held at the registered office of the Developer or at such other suitable place



convenient to the unit owners as may be designated by the Board of Administrators.

#### Section 4. Notice of Meetings

It shall be the duty of the Secretary to mail a written notice of each annual or special meeting of the Association unit owners at least ten (10) 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 unit owner of record, at their unit address or at such other address as such owner shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided by this Section shall be considered service of notice.

#### Section 5. Order of Business

The order of business at all meetings of the Association unit owners shall be as follows:

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

#### Section 6. Quorum

A quorum for Association unit owners' meetings shall consist of the presence, in person or by proxy, of unit owners holding a simple majority of the total basic value of the Condominium Regime, using the percentages set forth in Paragraph IV of the Master Deed, unless otherwise provided in these By-Laws or the Master Deed.

#### Section 7. Voting

The owner or owners of each unit, 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 units at all meetings of unit 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 the owner or owners so designating. In instances of other than individual ownership, any or all of such owners may be present at any meeting of the unit owners and (those constituting a group acting unanimously),

may vote or take any other action as an individual unit owner either in person or by proxy. However, no proxy may cast a vote for more than one unit owner, unless the proxy is the Board of Administrators. A fiduciary shall be the voting member with respect to any unit owned in a fiduciary capacity. Each unit shall have the number of votes assigned to such unit in Paragraph IV of the Master Deed.

#### Section 8. Majority Vote

The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where in the Master Deed or these By-Laws, a higher percentage vote is required.

#### 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 the unit owners cannot be held because a quorum has not attended, a majority of the unit owners who are 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 and Qualifications

The affairs of the Association and the Condominium Regime shall be governed by a Board of Administrators (also called "Directors"), Until December 31, 1982, or, until the closing of the sale of the 69th unit by the Developer, or until the Developer shall relinquish its control of the Board of Administrators, by written notice to all owners of units, whichever shall first occur; the Developer shall designate all members of the Board of Administrators, officers, and employees of the Association. Thereafter, the Board of Administrators shall be composed of not less than three (3) nor more than five (5) persons, all of whom shall be unit owners.

#### 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 Condominium 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 unit owners. Such powers and 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 herein after provided;
- (b) to administer the affairs of the Association and the Property;
- (c) to engage the services of an agent (herein after sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Property or any part thereof for all the unit owners, upon such terms and for such compensation and with such authority as the Board may approve. It is specifically understood and agreed that the P.J. Morgan Company, a Nebraska corporation, shall have an exclusive management agreement with the Association until December 31, 1984 with an exclusive five (5) year renewal option.
- (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 unit 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 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 unit 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 apartments, upon such terms as the Board of Administrators may approve;

(1) to exercise all other powers and duties of the Council of co-owners or unit owners as a group referred to in the Act, and all powers and duties of a Board of Administrators referred to in the Declaration of these By-Laws.

### Section 3. Election and Terms

At the first annual meeting of the Association unit owners, the members of the Board of Administrators shall be elected to serve until the next annual meeting of the Association unit owners. Each Administrator shall be elected thereafter to serve a term of one (1) year or until his successor shall have been duly elected by the Association unit owners. Administrators shall be elected by the vote of the owners of a majority of the basic value of the Condominium Regime, using the percentage set forth in Paragraph IV of the Master Deed. The initial Board of Administrators shall hold office until the first annual meeting of the owners.

### Section 4. Removal of Administrators

After the Developer has relinquished control of the Board of Administrators, at any regular or special meeting of Association unit 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 value of the Condominium Regime, using the percentages set forth in the Paragraph IV of the Master Deed, 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 unit owners shall be given an 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 unit owners, shall be filled by 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 meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Administrators for the remainder of the term of the vacating member and until a successor shall be elected at the next annual meeting of the Association unit owners.

### 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 unit owners, at such time and place as shall be fixed by the Association unit owners at the meeting at which such Board of Administrators shall have been elected. No notice shall be necessary to the newly elected members of the Board of Administrators in order legally to constitute such meeting, providing a majority of the whole Board of Administrators shall be present 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 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 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 the one or two remaining.

#### 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, agents 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 Condominium Regime or Association for acting as such; provided, however, members of the Board of Administrators shall receive reimbursement for expenses actually incurred. An Administrator may be an employee of the Association, and a contract for management of the condominium may be entered into with an Administrator.

### Section 13. Liability of Administrators

The members of the Board of Administrators shall not be liable to the unit 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 unit 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 Condominium 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, and are acting only as agents for the Association and shall have no personal liability thereunder. The liability of any unit 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 interest in the common elements.

## ARTICLE IV. OFFICERS

### Section 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 successors 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 unit 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 unit 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, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Administrators or by the President.

## Section 6. Secretary

The Secretary shall take the minutes of all meetings of the Association unit 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 condominium 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 unit shall be sent to each unit owner on or before the January 1st beginning of the calendar year for which the budget is made.

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



Section 2. Annual Assessments

The first annual assessment shall be levied against each unit and the owner thereof on January 1, 1982, or any preceding January 1 if Developer has previously relinquished control of the Association. The annual assessment shall be divided as evenly into twelve (12) monthly payments as possible with the first payment to include the remainder after division. These monthly payments shall become due and payable upon the 1st of January and the 1st of each 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 unit and the owner thereof shall be computed according to such units prorata share of the total annual budget for the calendar year based upon the percentage of such unit's basic value as set forth in Paragraph IV of the Master Deed.

Section 3. Interim Assessments

Until January 1, 1982, or until the first levy of annual assessments according to Section 2 of Article V herein, whichever shall first occur, the following interim assessments shall be due and payable on the first day of each calendar month by the respective unit owners:

See Exhibit "1", attached hereto  
and by this reference made a part  
hereof.

The purchaser of a condominium unit shall pay to the Association, on the date of closing, the pro-rata amount of the interim assessments due in the month of closing. Thereafter, interim assessments shall become due and payable upon the first day of each calendar month.

The provisions set forth in this Section 3 of Article V shall not apply to Developer with respect to units owned by Developer, subject to the following:

(a) Developer will pay each month the difference between the monthly interim assessments to be paid by unit owners other than Developer and the total operating expenses for said month necessary to operate the Condominium Regime;

(b) On July 1, 1982, or upon the sale of the 69th unit by Developer, or at such time as Developer releases control of the Association, whichever is the first to occur, Developer shall then be required to pay interim assessments pursuant to Exhibit "1" including any increases thereto, for all units owned by Developer, until the levy of the first annual assessments.

(c) Any additional funds which are required in excess of the interim assessments to be paid by unit owners other than Developer shall be obtained pursuant to the other provisions of this Article V.

#### Section 4. Increases in Interim Assessments

Interim assessments in the amounts shown in Section 3 of Article V shall not be increased more than ten percent (10%) above the level of the immediately preceding year. The interim assessment increases provided for herein shall also apply to Developer, where applicable.

#### Section 5. Special Assessments

Special assessments may be assessed and levied against each unit, in addition to the annual or interim 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, both general and limited, including fixtures and personal property, subject to the owner approval provisions of the Master Deed and these By-Laws. The phrase "common elements" used in these By-Laws shall include both general and limited common elements unless otherwise specified. 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 units 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 hereafter.

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

#### Section 6. Escrow of Assessments

The Board of Administrators of the Association may arrange to have all assessments in Section 2 to Section 5 inclusive of Article V paid to an escrow fund to be held and managed by a bank or savings and loan association.

#### Section 7. Personal Assessment Liability

Each unit owner or, if more than one, unit 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 unit 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 unit 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 unit nor a waiver of the right of the Association to foreclose thereon.

The grantee of a unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter up to the time of the grantor 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 condominium units made by Developer, and such sales shall be free from all assessments to the date of conveyance.

#### Section 8. Assessment Lien

If any unit 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 unit owner in his unit 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 unit 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. The delinquency of one installment of an annual assessment shall cause all remaining installments, at the option of the Association, to immediately become due and payable.

#### Section 9. 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 condominium unit, 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 unit, 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 10. 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 11. Foreclosure of Liens for Unpaid Common Expenses

In any action brought by the Board of Administrators to foreclose a lien on a unit because of unpaid common expenses the Board of Administrators, acting on behalf of all apartment owners, shall have power to purchase such unit 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, constituting 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 units to provide for restoration thereof to tenable condition in the event of damage, (but not including furniture, furnishings, or other personal property supplied or installed by unit owners), together with all air conditioning equipment and other service machinery contained therein. 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 apartment owners in the percentages established in the Master Deed and to the respective mortgagees of the unit owners as their respective interest may appear. Said policy or policies shall provide for separate protection for each unit and its attached, built-in or installed fixtures and equipment to the full insurable replacement value thereof (which, among other things, are defined for insurance purposes only as common elements) and with a separate loss-payable replacement in favor of the mortgagors or mortgagees of each unit. 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 unit 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. 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 element expenses. Each unit co-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 apartment owner.

## ARTICLE VII. MAINTENANCE AND ALTERATIONS

### Section 1. Maintenance

The unit owner shall have the obligation to maintain and keep in good repair the interior surfaces of walls, ceilings, and floors (including carpeting, tile, wallpaper, paint or other covering) including all fixtures and appliances located within such owner's unit, as well as all exterior doors appurtenant to his unit, screening, window and door glass, and storm doors which are appurtenant to said owner's unit. An owner shall not be solely responsible for repair to common elements by casualty, unless such casualty is due to the act or negligence of the owner, his guests, invitees or tenants. All maintenance, including lawn maintenance and snow removal, repairs and replacements to the general common elements and limited common elements, shall be made by the Association and be charged to all unit owners as a common expense, unless such maintenance, repair, or replacement is necessitated by the negligence, misuse or neglect of a unit owner, in which case, such expense shall be charged to such unit owner.

### Section 2. Alterations by Unit Owner

No unit owner shall make any structural addition, alteration or improvement in or to his unit, or the limited common elements pertaining thereto, including any exterior painting or exterior alteration or addition (including awnings, grills, exterior doors appurtenant to his unit, etc.) without the prior written consent thereto of the Board of Administrators. The Board of Administrators shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in such owner's unit, 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 unit 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 units owned by the Developer until such units 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 units holding at least seventy-five percent (75%) of the total basic value of the Condominium Regime, using the percentages set forth in Paragraph IV of the Master Deed, 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 unit owners.

### Section 4. Balconies, Decks, Patios, and Storage Areas

A balcony, deck, patio, and storage area to which an apartment has sole access, shall be for the exclusive use of the owner of said unit. Such unit owner shall keep such areas free and clear of snow, ice, any accumulation of water, waste, debris, dirt, and shall make all repairs thereto resulting from his negligence, misuse or neglect. All other repairs in, to or with respect to such areas shall be made by the Board of Administrators, as a common expense.

## ARTICLE VIII. RESTRICTIONS AND RESERVATIONS

### Section 1. Use Restrictions

In order to provide for congenial occupancy of the Condominium Regime and for the protection of the value of the units, the use of the Condominium Regime shall be restricted to and shall be in accordance with the following provisions:

(a) The apartment units shall be used for residences only by the owner or owners thereof, their families, guests, invitees, lessees and licensees, with the exception of apartment Number D which is zoned commercial and may be used for either, commercial or residential purposes, at the sole option of the owner.

(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 units.

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

(d) No improper, offensive or unlawful use shall be made of the Condominium 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 Condominium Regime shall be corrected, by and at the sole expense of the unit owners or the Board of Administrators, whichever shall have the obligation to maintain or repair such portion of the Condominium Regime.

## Section 2. Rules of Conduct

Rules and regulations concerning the use of the units and the common areas and facilities, including the limited common areas and facilities, if any, may be promulgated and amended by the Board of Administrators with the approval of a majority of the unit owners. Copies of such rules and regulations shall be furnished by the Board of Administrators to each unit 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 unit owners, are annexed hereto, marked Exhibit "2", and made a part hereof.

## Section 3. Right of Access

A unit owner shall grant a right of access to his unit 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 unit and threatening another unit or a common area or facility, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other facilities in his unit or elsewhere in the Condominium Regime, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the unit owner. In case of an emergency, such right of entry shall be immediate, whether the unit 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 unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit 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 to Board of Administrators

A unit owner who mortgages his unit shall notify the Board of Administrators of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Administrators. The Board shall maintain such information in a book entitled "Mortgages of Units".

##### Section 2. Notice of Default

The Board of Administrators, when giving notice to a unit 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 unit whose name and address has theretofore been furnished to the Board of Administrators.

##### Section 3. Examination of Books

Each unit owner and each mortgagee of a unit 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. DESTRUCTION, DAMAGE OR OBSOLESCENCE

##### ASSOCIATION AS ATTORNEY-IN-FACT

##### Section 1. Association Attorney-In-Fact

These By-Laws, as a part of the Master Deed, hereby make mandatory and irrevocable the appointment of the Association as attorney-in-fact to deal with the Condominium Regime and any insurance proceeds upon the damage of the Condominium Regime, its destruction,



obsolescence, repair, construction, improvement and maintenance, all according to the provisions of this Article X. Title to any condominium unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the Developer or from any owner or grantor shall constitute and appoint the Association his true and lawful attorney in his name, place and stead for the purpose of dealing with the Condominium Regime upon its damage or destruction or obsolescence as is hereinafter provided. As attorney-in-fact, the Association, by its President and Secretary or Assistant Secretary or its other duly authorized officers or agents, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instruments with respect to the interest of a unit owner which are necessary and appropriate to exercise the powers granted in this Article. Repair and reconstruction of the improvements, as used in the succeeding Sections of this Article means restoring the improvements to substantially the same condition in which they existed prior to the damage, with each unit and the general and limited common elements, if any, having substantially the same verticle and horizontal boundaries as before.

#### Section 2. Damage or Destruction - Repair and Reconstruction Mandatory

In the event of damage or destruction due to fire or other disaster, which damage or destruction is determined by the Board of Administrators to be less than sixty-six and two-thirds percent (66-2/3%) of the total replacement cost of all the condominium units and common elements in the Condominium Regime, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association as attorney-in-fact, and the Association shall have full authority to deal with insurance proceeds in such repair and reconstruction.

In the event that insurance proceeds are insufficient to repair and reconstruct the improvements, the Association shall levy a special assessment to provide an amount sufficient to conduct said repair and reconstruction along with insurance proceeds. Such assessment shall be levied and collected according to Section 5 of Article V, and the Association shall also have the rights noted in Section 9 of Article X.

#### Section 3. Damage or Destruction - Repair and Reconstruction Optional

In the event of damage or destruction due to fire or other disaster, which damage or destruction is determined by the Board of Administrators to be sixty-six and two-thirds percent (66-2/3%) or more of the total replacement cost of all the condominium units and common elements in the Condominium Regime, not including land, repair and reconstruction will not be mandatory. In such case, and unless otherwise agreed upon in writing by co-owners representing three-fourths (75%) of the total basic value of the Condominium Regime within 100 days after such damage or destruction, the

Condominium Regime shall be deemed waived, and the property shall be subject to a partition action and may be sold, and the proceeds along with the insurance indemnity, if any, shall be credited to each unit co-owner in accordance with his percentage interest specified in the Master Deed, and said sums shall be applied in accordance with the provisions as set forth in Section 10 of Article X. If co-owners representing three-fourths (75%) of the total basic value of the Condominium Regime decide to reconstruct and repair the property, and the insurance proceeds do not equal the cost of repairs, the Board of Administrators shall proceed to repair and reconstruct the improvements as set forth in Section 2 of Article X. In cases of over-insurance, any excess proceeds of insurance received shall be credited to the common element working fund.

#### Section 4. Obsolescence of Building

Upon request of the Board of Administrators or upon receipt of a written request signed by owners holding a majority of the total basic value of the Condominium Regime, the Secretary shall, pursuant to the provisions of Article II, issue notice of special member's meeting to consider the question of obsolescence of the condominium buildings. At such meeting, owners holding eighty percent (80%) or more of the total basic value of the Condominium Regime, voting in person or by proxy, may agree that the condominium buildings are obsolete. In the event that the owners agree that the buildings are obsolete, the Secretary shall forthwith issue notice of a special meeting of the members to be held sixty (60) days from the date of the members' meeting at which the owners agreed upon the obsolescence of the buildings. During this sixty (60) day period, the Board shall make such studies, with the aid of such experts as deemed advisable by the Board, as are necessary to present estimates as to the costs of remodeling or reconstructing the buildings, the amount of reserves therefor accrued by the Association to date and the amount, if any, of special assessments necessary to cover any deficiency between available reserves and remodeling or reconstruction expense, the projected sale price of the property as is, the projected distribution of all funds, including reserves and other funds of the Association, should the owners choose sale rather than remodeling or reconstruction. At the subsequent special meeting of the members, the Board shall present these estimates to the owners and the owners holding a majority in value of the units in the Condominium Regime shall adopt either a plan of remodeling or reconstruction, pursuant to Section 5 or a plan of sale pursuant to Section 6 of Article X. Any plan so adopted must subsequently be approved in writing by more than fifty percent (50%), in number, of the first mortgagees of record as of the date of adoption of the plan. No such plan shall go into effect until such approval of first mortgagees is obtained.

#### Section 5. Plan of Remodeling or Reconstruction - Obsolescence

In the event that a plan of remodeling or reconstruction is adopted by the owners and subsequently approved by the first mortgagees

as above set forth, the Board of Administrators shall forthwith proceed to remodel or reconstruct the improvements, applying reserves as set forth for insurance proceeds in Section 2 of Article X, with the same rights as to special assessments as set forth therein.

#### Section 6. Plan of Sale - Obsolescence

In the event a plan of sale is adopted by the owners and subsequently approved by the first mortgagees, as above set forth, then the Board of Administrators shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice with the Register of Deeds of Douglas County, Nebraska, by the Association's President and Secretary or Assistant Secretary, the entire premises shall be offered for sale and sold by the Association as attorney-in-fact for all of the owners, free and clear of the provisions contained in the Master Deed, Articles of Incorporation and these By-Laws. The funds and reserves established and held by the Association shall be divided by the Association according to each owner's interest in the general common elements, and such divided proceeds shall be paid into separate accounts, each account representing one of the condominium units. Each such account shall be in the name of the Association, and shall be further identified by the condominium unit designation and the name of the owner. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as attorney-in-fact, as set forth in Section 10 of Article X.

#### Section 7. Condemnation

In the event of a taking by condemnation or eminent domain of all or part of the common area, the award made shall be paid to the Board of Administrators. If owners holding eighty percent (80%) or more of the basic value of the Condominium Regime do not, within sixty (60) days from the date of the award, approve the use of the proceeds from the award for use in repairing, the Board of Administrators shall forthwith disburse the net proceeds of the award for the same purpose and in the same order as is provided in Section 10 of Article X.

#### Section 8. Power of Sale

In the event of sale of the entire Condominium Regime pursuant to Section 6 of Article X, or upon adoption of such a plan upon termination of the Condominium Regime pursuant to Section 1 of Article XI, or otherwise, the Association shall have all the powers set forth in Article X in dealing with a purchaser or purchasers as attorneys-in-fact.

#### Section 9. Sale of Unit - Default in Special Assessment Under Article X

The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit and may be enforced and

collected as provided in Section 5 of Article V. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association, as attorney-in-fact, pursuant to the provisions of this Section. The delinquent owner shall be required to pay to the Association the costs and expenses for filing the notice, interest at the highest legal rate at which individuals may contract in Nebraska on the amount of the assessment and all reasonable attorney's fees. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, in the order set forth in Section 10 of Article X. Any deficiency of funds to pay the unpaid assessments shall remain the personal obligation of the delinquent unit owner.

#### Section 10. Application of Proceeds

Proceeds received as set forth in the preceding Sections and as applicable to each unit, shall be used and disbursed by the Association as attorney-in-fact, in the following order:

- (a) For payment of taxes and special assessments liens in favor of any assessing entity and the customary expense of sale;
- (b) For payment of the balance of the lien of any first mortgage;
- (c) For payment of unpaid assessments and all costs, expenses and fees incurred by the Association;
- (d) For payment of junior liens and encumbrances in the order of and to the extent of their property; and
- (e) The balance remaining, if any, shall be paid to the condominium unit owner.

#### Section 11. No Abatement of Assessments

Assessments for common expenses shall not be abated during the period of insurance adjustment and repair and reconstruction, remodeling or reconstruction, nor prior to sale of any unit for delinquent unpaid assessments.

#### Section 12. Approvals

As used in this Article, the percentage voting requirements of unit owners shall be based upon the percentage values set forth in Paragraph IV of the Master Deed. Those percentages shall refer to total percentages and not merely to percentages of owners in attendance, in person or by proxy, at meetings where votes are conducted.

ARTICLE XI. TERMINATION OR AMENDMENTSection 1. Termination

Except as otherwise provided, owners of units holding seventy-five percent (75%) or more of the basic value of the Condominium Regime, using the percentages set forth in Paragraph IV of the Master Deed, shall have the right to terminate this Condominium Regime, subject to the conditions of Section 76-812 of the Condominium Act.

Section 2. Amendment by Owners

There shall be no amendment to these By-Laws unless owners of units holding sixty-six and two-thirds percent (66-2/3%) or more of the basic value of the Condominium Regime, using percentages set forth in Paragraph IV of the Master Deed, 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, or 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, 1982, or upon the sale of the 69th unit by Developer, or until Developer releases control of the Association, whichever first occurs, Developer reserves the right to supplement or amend these By-Laws for clarification, correction or otherwise in the best interests of all unit owners, including 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 XII. RECORDSSection 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 meetings of the Board of Administrators, minutes of the meetings of unit owners, and financial records and books of account of the Corporation and the Condominium Regime, including a chronological listing of receipts and expenditures, as well as separate account for each unit which, among other things, shall contain the amount of each assessment of common charges against such unit, 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 Condominium Regime shall be rendered by the Board of Administrators to all unit owners at least semi-annually. In addition, an annual report of the receipts and expenditures of the corporation and Condominium Regime, certified by an independent certified public accountant, shall be rendered by the Board of Administrators to all unit owners and to all mortgagees of units who have requested the same, promptly after the end of each calendar year.

### ARTICLE XIII. MISCELLANEOUS

#### Section 1. Notices

All notices hereunder shall be sent by registered or certified mail to the Board of Administrators c/o the managing agent, or if there is no managing agent, to the office of the Board of Administrators or to such other address as the Board of Administrators may hereafter designate from time to time, by notice in writing to all unit owners and to all mortgagees of units. All notices to any unit owner shall be sent by registered or certified mail to the building 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 mailed except notices of change of address which shall be deemed to have been given when received.

#### Section 2. Invalidity

The invalidity of any part of these 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, condition, obligation or provision 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 29th day of October, 1979.

BOARDWALK, LTD., a Nebraska  
Limited Partnership

By [Signature]  
P.J. Morgan - General Partner

[Signature]  
Frank E. Blazek - General Partner

BOARDWALK, INC., a Nebraska  
non-profit corporation,

By [Signature]  
President

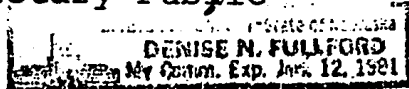
[Signature]  
Secretary

STATE OF NEBRASKA )  
                              ) SS.  
COUNTY OF DOUGLAS )

On this 29th day of October, 1979, before me a Notary Public duly commissioned and qualified in and for said County, personally came P.J. Morgan, General Partner of BOARDWALK, LTD, to me personally known to be the General Partner and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed of said corporation.

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

[Signature]  
Notary Public

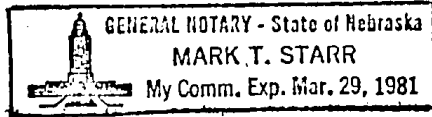


STATE OF NEBRASKA )  
                              ) SS.  
COUNTY OF DOUGLAS )

On this 29th day of OCTOBER, 1979, before me a Notary Public duly commissioned and qualified in and for said County, personally came Frank E. Blazek, General Partner of BOARDWALK, LTD, to me personally known to be the General Partner and identical

person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed of said corporation.

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



*Mark T. Starr*  
Notary Public

STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

On this 29<sup>th</sup> day of October, 1979, before me a Notary Public duly commissioned and qualified in and for said County, personally came P. J. MORGAN, President of BOARDWALK, INC., to me personally known to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed of said corporation.

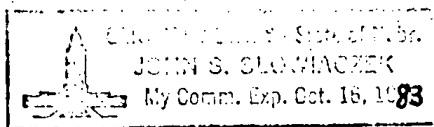
Witness my hand and notarial seal the day and year last above written.

*Denise N. Fullford*  
Notary Public

STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGALS )

On this 29 day of October, 1979, before me a Notary Public duly commissioned and qualified in and for said County, personally came DAN JESICO, Secretary of BOARDWALK, INC., to me personally known to be the Secretary and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed of said corporation.

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



*[Signature]*  
Notary Public



## EXHIBIT "1"

The following interim assessments shall remain in full force and effect until January 1, 1982 or until after the first levy of annual assessments according to Section 2 of Article V of the By-Laws preceeding.

<u>Apartment No.</u>	<u>Percentage</u>	<u>Yearly Assessment</u>	<u>Monthly Assessment</u>
A 100B	01.177	\$ 563.28	\$ 46.94
A 101AR	00.983	470.40	39.20
A 102A	00.983	470.40	39.20
A 103A	00.983	470.40	39.20
A 104A	00.964	461.28	38.44
A 105AR	00.964	461.28	38.44
A 106A	00.964	461.28	38.44
A 107B	01.158	554.16	46.18
A 200B	01.201	574.80	47.90
A 201AR	01.022	489.12	40.76
A 202A	01.022	489.12	40.76
A 203AR	01.022	489.12	40.76
A 204A	01.039	497.28	41.44
A 205AR	01.039	497.28	41.44
A 206A	01.039	497.28	41.44
A 207BR	01.223	585.24	48.77
A 300B	01.201	574.80	47.90
A 301BR	01.223	585.24	48.77
A 302E	01.931	924.12	77.01
A 303ER	01.931	924.12	77.01
A 304.A	01.039	497.28	41.44
A 305AR	01.022	489.12	40.76
B 108C	01.358	649.92	54.16
B 109BR	01.177	563.28	46.94
B 110B	01.177	563.28	46.94
B 111BR	01.177	563.28	46.94
B 112C	01.358	649.92	54.16
B 113CR	01.358	649.92	54.16
B 114C	01.341	641.76	53.48
B 115CR	01.341	641.76	53.48
B 116B	01.158	554.16	46.18
B 117BR	01.158	554.16	46.18
B 118B	01.158	554.16	46.18
B 119CR	01.341	641.76	53.48
B 208C	01.385	662.76	55.23
B 209BR	01.201	574.80	47.90
B 210B	01.201	574.80	47.90
B 211BR	01.201	574.80	47.90
B 212C	01.385	662.76	55.23
B 213CR	01.385	662.76	55.23
B 214C	01.409	674.28	56.19
B 215CR	01.409	674.28	56.19
B 216B	01.223	585.24	48.77

<u>Apartment</u>	<u>Percentage</u>	<u>Yearly Assessment</u>	<u>Monthly Assessment</u>
B 217BR	01.223	\$ 585.24	\$ 48.77
B 218B	01.223	585.24	48.77
B 219CR	01.409	674.28	56.19
B 306C	01.385	662.76	55.23
B 307BR	01.201	574.80	47.90
B 308B	01.223	585.24	48.77
B 309CB	01.409	674.28	56.19
B 310FR	02.608	1,248.12	104.01
B 311F	02.608	1,248.12	104.01
B 312CR	01.409	674.28	56.19
B 313C	01.385	662.76	55.23
B 314CR	01.385	662.76	55.23
B 315C	01.409	674.28	56.19
C 120D	01.593	762.36	63.53
C 121DR	01.593	762.36	63.53
C 122D	01.593	762.36	63.53
C 123DR	01.593	762.36	63.53
C 220D	01.653	791.04	65.92
C 221DR	01.653	791.04	65.92
C 222D	01.653	791.04	65.92
C 223DR	01.653	791.04	65.92
C 316D	01.653	791.04	65.92
C 317DR	01.653	791.04	65.92
C 318D	01.653	791.04	65.92
C 319DR	01.653	791.04	65.92
D	04.109	1,966.44	163.87
G 1	00.096	45.96	3.83
G 2	00.096	45.96	3.83
G 3	00.096	45.96	3.83
G 4	00.096	45.96	3.83
G 5	00.096	45.96	3.83
G 6	00.096	45.96	3.83
G 7	00.096	45.96	3.83
G 8	00.096	45.96	3.83
F 9	00.096	45.96	3.83
F 10	00.096	45.96	3.83
F 11	00.096	45.96	3.83
F 12	00.096	45.96	3.83
F 13	00.096	45.96	3.83
F 14	00.096	45.96	3.83
F 15	00.096	45.96	3.83
F 16	00.096	45.96	3.83
F 17	00.096	45.96	3.83
F 18	00.096	45.96	3.83
F 109	00.096	45.96	3.83
F 110	00.096	45.96	3.83
F 111	00.096	45.96	3.83
F 112	00.096	45.96	3.83

Exhibit "1" Continued  
Page 3

<u>Apartment No.</u>	<u>Percentage</u>	<u>Yearly Assessment</u>	<u>Monthly Assessment</u>
F 113	00.096	\$ 45.96	\$ 3.83
F 114	00.096	45.96	3.83
F 115	00.096	45.96	3.83
F 116	00.096	45.96	3.83
F 117	00.096	45.96	3.83
F 118	00.096	45.96	3.83
E 19	00.096	45.96	3.83
E 20	00.096	45.96	3.83
E 21	00.096	45.96	3.83
E 22	00.096	45.96	3.83
E 23	00.096	45.96	3.83
E 24	00.096	45.96	3.83
E 25	00.096	45.96	3.83
E 26	00.096	45.96	3.83
E 27	00.096	45.96	3.83
E 28	00.096	45.96	3.83
E 29	00.096	45.96	3.83
E 30	00.096	45.96	3.83
E 31	00.096	45.96	3.83
E 32	00.096	45.96	3.83
E 33	00.096	45.96	3.83
E 34	00.096	45.96	3.83
E 35	00.096	45.96	3.83
	<hr/>	<hr/>	<hr/>
	99.933	\$47,824.80	\$3,985.40

## EXHIBIT "2"

## RULES AND REGULATIONS

## OF

## BOARDWALK ASSOCIATION, INC.

1. No part of the Property shall be used for any purposes except housing and the common recreational purposes for which the Property was designed. Each unit shall be used as a single family residence. No portion or all of any unit may be used as a professional office whether or not accessory to a residential use, with the express exception of unit D .
2. The sidewalks, entrances, passages, courts, public halls, vestibules, corridors and stairways of the building shall not be obstructed or used for any other purpose than ingress to and egress from the apartment units in the building.
3. There shall be no obstruction of the general common elements nor shall anything be stored in the general common elements without the prior consent of the Board of Administrators except as herein or in the By-Laws expressly provided. Each unit owner shall be obligated to maintain and keep in good order and repair his own unit in accordance with the provisions of the By-Laws.
4. Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance of any of the buildings, or contents thereof, applicable for residential use, without the prior written consent of the Board of Administrators. No unit owner shall permit anything to be done, or kept in his unit, or in the common elements which will result in the cancellation of insurance on any of the Buildings, or contents thereof, of which would be in violation of any law. No waste shall be committed in the general common elements.
5. Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a building and no sign, awning, canopy, shutter or radio or television antenna (except for master antenna), shall be placed on any walls or doors, roof or any part thereof or exposed on or at any window, without the prior consent of the Board of Administrators.
6. No terrace shall be enclosed, decorated, landscaped, or covered by any awning or otherwise without the consent in writing of the Board of Administrators, or managing agent or the manager.
7. No pets or domestic animals may be kept by any apartment owner or allowed in the building.
8. No unit owner shall make or permit any disturbing noises in his unit or within the common elements, or do, or permit anything

to be done, therein which will interfere with the rights and reasonable comfort and convenience of other owners.

9. Corridor doors shall be kept closed at all times except when actually used for ingress or egress to and from public corridors.

10. Nothing shall be done in any unit or in, on or to the common elements which will impair the structural integrity of any building or which would structurally change any of the buildings.

11. Water-closets and other water apparatus in the building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other articles be thrown into the same. Any damage resulting from such use of any water-closet or other apparatus in that apartment shall be repaired and paid for by the owner of such apartment.

12. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a unit or exposed on any part of the common elements. The common elements shall be kept free and clear of all obstructions and unsightly materials. No articles shall be placed in any of the halls or on any of the staircase or landings, nor shall any fire exit be obstructed in any manner. Nothing shall be hung or shaken from the doors, windows or terraces or placed upon the windowsills of the building.

13. Except in recreational or storage areas designated as such by the Board of Administrators, there shall be no playing, lounging, or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches, or chairs, on any part of the common elements except that limited common elements may be used for such purposes provided there is no obstruction of the general common elements. The above mentioned vehicles shall not be allowed to stand in the public halls, passage ways, courts or other public areas of the Building.

14. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise designated for profit or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any unit therein nor shall any unit be used or rented for transient, hotel or motel purposes. The right is reserved by the Developer and the Board of Administrators, or its agent, to place "For Sale", "For Rent" or "For Lease" signs on any unsold or unoccupied units, and the right is hereby given to any mortgagee, who may become the owner of any unit, to place such signs on any unit owned by such mortgagee, but in no event will any sign be larger than 24 inches by 16 inches.

15. Each unit owner shall keep his unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, any dirt or other substance.

16. Nothing shall be altered or constructed in, or removed from, the general common elements except upon the written consent of the Board of Administrators.

17. No windows or doors shall be decorated, enclosed or covered by any awning or otherwise without the consent in writing of the Board of Administrators. No public hall or vestibule of the Building shall be decorated or furnished by any apartment owner in any manner.

18. No garbage or trash will be left or disposed of on or adjacent to the Property except in established areas for trash storage.

19. All radio, television or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations and requirements of the public authorities having jurisdiction and the unit owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such unit owner's unit.

20. No vehicle belonging to a unit owner or to a member of the family, or guest, tenant or employee of a unit owner may be parked in such a manner as to impede or prevent ready movement by another vehicle, nor shall it be parked in any parking place assigned to another unit.

21. No unit owner or any of his agents, guests, employees, licensees, or family shall at any time bring into or keep in his unit any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.

22. The agents of the Board of Administrators or the managing agent, and any contractor or workman authorized by the Board of Administrators or the managing agent, may enter any room or unit in the buildings at any reasonable hour of the day after notification (except in case of emergency, in which case such right of entry shall be immediate, whether the unit owner is present at the time or not) for the purpose of making inspections or for the purpose of correcting any condition originating in the unit and threatening another unit or a common element, or for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services or other common elements in the unit or elsewhere in the building.

23. The Board of Administrators or the managing agent or the manager may from time to time curtail or relocate any space devoted to storage or service purposes in any part of the building.

24. The laundry and drying apparatus in the laundry room in the building shall be used in such manner and at such times as the Board of Administrators or the managing agent or the manager may direct. Clothes and other articles shall not be dried or aired on the roof or on or from a terrace window.

25. No garbage cans, milk bottles, mats or other articles shall be placed in the hall or on the staircase landings.

26. Apartment owners shall not cause or permit any unusual noise or ordors to be produced upon or to emanate from their apartment.

27. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Administrators.

28. If any key or keys are entrusted by a unit owner or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Board of Administrators or of the managing agent, whether for such unit owner's apartment unit or an automobile, trunk or other items of personal property, the acceptance of the key shall be at the sole risk of such unit owner, and neither the Board of Administrators nor the managing agent nor the manager shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

29. Complaints regarding the operation of the Association or service of the building, grounds, etc., shall be made in writing to the Board of Administrators or to the managing agent or to the manager.

3 Dnd

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1979 OCT 30 PM 2:09  
C. HAROLD GUTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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