

25347

BRIAR I CONDOMINIUM PROPERTY REGIME

LINCOLN, NEBRASKA

AMENDED MASTER DEED ESTABLISHING  
A PLAN FOR CONDOMINIUM OWNERSHIP OF  
PREMISES LOCATED IN THE CITY OF LINCOLN,  
LANCASTER COUNTY, NEBRASKA  
PURSUANT TO THE CONDOMINIUM PROPERTY ACT  
OF THE STATE OF NEBRASKA

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V & S Partnership, a partnership organized and existing under the laws of the State of Nebraska (hereinafter referred to as the "Developer"), does hereby declare:

1. Submission of Property. The Developer hereby submits the land, described in Schedule A annexed hereto, together with the Building (as defined in this Amended Master Deed) owned by the Developer in fee simple absolute (hereinafter called the "Property"), to the provisions of the Condominium Property Act of the State of Nebraska (Sections 76-801 to 76-823, Neb. Rev. Stat. [Reissue 1976]).

2. Definitions. The terms used in this Declaration and in the attached By-Laws shall have the following meanings:

(a) "Association of Co-Owners" means all of the Co-Owners as defined in Paragraph (i), acting as a group in accordance with the By-Laws.

(b) "Board of Administrators" means the persons who are the governing board of the Condominium, elected as such in accordance with the By-Laws.

(c) "Building" means the building and other improvements located on the land.

(d) "By-Laws" means those attached hereto and as amended from time to time.

(e) "Common Elements", general and limited, means all parts of the property other than the units as more fully set forth in Paragraph 9 of this Amended Master Deed.

(f) "Common Expenses" means and includes:

(i) All sums lawfully assessed against the Co-Owners;

(ii) Expenses of administration, maintenance, repair or replacement of the Common Elements, including repair and replacement reserves as may be established;

(iii) Expenses agreed upon as common expenses by the Association of Co-Owners;

(iv) Expenses declared common expenses by the provisions of the Condominium Property Act or by this Amended Master Deed or the By-Laws;

(v) Premiums for insurance policies required to be purchased by the Board of Administrators of the Condominium pursuant to the By-Laws.

(g) "Condominium Property Act" means Sections 76-801 to 76-823, Neb. Rev. Stat. (Reissue 1976).

(h) "Condominium Unit" means an individual air space unit together with the undivided interest in the common elements appurtenant to such units.

(i) "Co-Owner" means any person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, which owns fee simple title to a Unit.

(j) "Master Deed" means an instrument recorded pursuant to Section 76-809, Neb. Rev. Stat., (Reissue 1976) and which defines the character, duration, right, obligations, and limitations of Condominium ownership.

(k) "Default" means failure to comply, in whole or in part, with the provisions of the Master Deed, By-Laws, Rules, Regulations and Covenants, as they now exist or as amended from time to time, of Briar I Condominium Property Regime.

(l) "Individual Air Space Unit", consists of any enclosed room or rooms occupying all or part of a floor or floors in a building of one or more floors to be used for residential, or other lawful purpose.

(m) "Land" means the real property described in Schedule A of this Master Deed, exclusive of the Building, containing approximately .165 acres of land.

(n) "Majority of the Co-Owners" means the Co-Owners of more than fifty percent (50%) of the aggregate Percentage Interests. Any specified percentage or proportion of the Co-Owners means the Co-Owners of such number of Percentage Interest in the aggregate.

(o) "Managing Agent" means a professional managing agent employed by the Co-Owners to perform such duties and services as the Board of Administrators shall authorize in conformance with this Master Deed and the By-Laws.

(p) "Mortgage" shall mean and include deeds of trust and "mortgage" shall mean and include trustees and beneficiaries of deeds of trust.

(q) "Percentage Interest" means the percentage interest of each Unit in the Common Elements as set forth in Schedule B attached hereto.

(r) "Plat of Condominium Subdivision" means the plat of the entire Property and building plans described in this Master Deed and filed simultaneously herewith. The Plat is attached hereto and incorporated herein by this reference as a part of Schedule B.

(s) "Property" means the Land and the Building, all other improvements and structures thereon, and all easements, rights and appurtenances belonging thereto or any of them alone, and all articles of personal property intended for use in connection therewith.

(t) "Rules and Regulations" means those rules and regulations adopted from time to time by the Board of Administrators that are deemed necessary for the enjoyment of the Condominium provided they are not in conflict with the Condominium Property Act, the Master Deed and the By-Laws.

(u) "Unit" means an apartment as defined by the Condominium Property Act and as used herein means any one of those parts of the building which is separately described on the plat of condominium subdivision, in Schedule B attached hereto, as "Unit" followed by number, and in paragraph 6 of this Master Deed and is synonymous with "Condominium Unit".

3. Name of Condominium. This Condominium shall be known as "Briar I Condominium Property Regime."

4. Building.

(a) Number and Location of Building. There is one (1) building located on the land which has three (3) levels. The address is 5527 South 31st Street, Lincoln, Nebraska. The location of the Building(s) on the Land will be shown on the Plat of Condominium Subdivision.

(b) The Building contains twelve (12) Units, located on three (3) levels of the Building as shown on the Plat of Condominium Subdivision. The principal materials of which the Building is constructed are wood frame and brick veneer.

5. Units. Annexed hereto and made part hereof as Schedule B is a list of all Units in the Building, their unit designations, location, approximate areas (all as shown more fully on the Plat of Condominium Subdivision), the value of the

Property and of each Unit, and the Percentage Interest of each Unit in the Common Elements determined on the basis of the proportion which the value of each Unit bears to the value of the Property, as of the date of filing of this Declaration, said values having been estimated by the Developer. The values set forth on Schedule B are solely for purposes of determining Percentage Interests of the unit Co-Owners, and shall not fix the fair market value of the Units for any other purposes.

6. Dimensions of Units. Each Unit consists of the space measured horizontally between the unpainted surface of the Unit side or inside of the drywall enclosing such Unit (all as shown more fully on the Plat of Condominium Subdivision), and the space measured vertically from the surface of the concrete floor of such Unit to the plane of the bottom of the joists above. In the case of Units containing fireplaces, fireplace openings are included in the Unit up to the flue in the closed position. In addition, included as part of a Unit are: (a) the sliding glass door to the patio or balcony of a Unit; (b) the front entrance door and any other entrance door of a Unit, and locks and other fixtures to such doors; (c) all windows of a Unit; (d) the individually controlled heating unit which is located within such unit; (e) inner partitions, unless they are load-bearing walls; and (f) sinks, bathtubs and other plumbing fixtures, ovens, fireplace fixtures, and other appliances located in the Unit and serving solely the Unit.

7. Contracts Prior to Filing Plat. A Contract for the sale of a Condominium Unit prepared prior to the filing of the plat may describe the Condominium Unit by the Unit designation as shown on Exhibit B attached hereto, followed by the words "BRIAR I CONDOMINIUM PROPERTY REGIME", in accordance with the Master Deed of Grants, Covenants, Conditions and Restrictions, By-Laws, Rules and Regulations, and the Condominium Plat therefor, to be filed of record in the Lancaster County, Nebraska records".

8. Description After Plat is Filed. Subsequent to the filing of the Plat and recording of this Master Deed, every deed, lease, mortgage, trust deed, will, or other instrument may legally describe a Condominium Unit by its Unit Designation, followed by the words "BRIAR I CONDOMINIUM PROPERTY REGIME" with further reference to the Plat thereof filed for record and the recorded Master Deed. Said description shall be substantially in the following form:

CONDOMINIUM UNIT NO. \_\_\_\_\_ in Briar I Condominium Property Regime, Lancaster County, Nebraska, as shown on the Condominium Plat for Briar I Condominium Property Regime, recorded at Instrument No. \_\_\_\_\_, Lancaster County, records, and subject to the Master Deed, grants, covenants and conditions and restrictions establishing a plan for Condominium ownership of Briar I Condominium Property Regime, recorded at Instrument No. \_\_\_\_\_, Lancaster County, Nebraska, records.



Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber, or otherwise effect not only the Unit, but also the General Common Elements and the right to the use of the Limited Common Elements that are appurtenant to each Unit. Subject to the easements, obligations, limitations, rights, encumbrances, covenants, conditions and restrictions created in this Master Deed, each such description shall be construed to include:

A non-exclusive easement for ingress and egress throughout, and for the use of, the General Common Elements which are not limited Common Elements; and the right to the appropriate and exclusive use of the appurtenant Limited Common Elements, if any.

9. Common Elements. A. The General Common Elements consist of the entire Property (including all parts of the Building) other than the Units and the Limited Common Elements, and include without limitation, the following:

(a) The Land described in Schedule A;

(b) All foundations, columns, girders, beams, supports, main walls, load-bearing walls, roofs, halls, corridors, lobbies, stairways, stairs and entrances and exits of the Building(s);

(c) The yards, gardens and storage space, if any;

(d) The compartments or installations of central services such as power, light, gas, cold and hot water, water tanks and pumps, heating, refrigeration, incinerating, motors, fans, compressors, ducts, if any;

(e) In general, all devices or installations existing for common use;

(f) All other elements of the Building rationally of common use or necessary for its existence, upkeep and safety.

B. The Limited Common Elements consist of those Common Elements which are set forth on the Plat of Condominium Subdivision as reserved for the use of specific Units to the exclusion of all other Units, including chimneys, balconies, and patios (which shall be Limited Common Elements of the Unit immediately adjacent to such balcony or patio, and, in the case of chimneys, to the Unit served by such chimney).

10. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur after the recording of this

Master Deed as a result of settling or shifting of the Building, a valid easement for such encroachment and for the maintenance of the same shall exist so long as the Building shall stand. In the event the Building, the Unit, any adjoining Unit, or any adjoining Common Elements shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the Common elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and for the maintenance of the same shall exist so long as such reconstructed Building shall stand.

11. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units; Support. Each Co-Owner shall have an easement in common with the Co-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 Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Co-Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common elements serving such other Units and located in such Unit. The Board of Administrators shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common elements contained therein or elsewhere in the Building. Every portion of a Unit which contributes to the structural support of the Building shall be burdened with an easement of structural support for the benefit of all other Units and the Common Elements.

12. Units Subject to Master Deed, By-Laws, Rules, Regulations and Covenants. All present and future Co-Owners, tenants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the By-Laws, Rules, Regulations and Covenants, 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 Unit shall constitute an agreement that the provisions of this Master Deed, the By-Laws, Rules, Regulations and Covenants, as they may be amended from time to time, are accepted and ratified by such Co-Owners, tenant, or occupant, and all of such provisions shall be deemed and taken to be enforceable equitable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

13. Amendment of Master Deed. This Master Deed may be amended by vote of at least 66-2/3% of the Co-Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, provided, however, that any such amendment shall have been approved in writing by the mortgagee or

mortgagees holding mortgages constituting first liens of 51% or more of the Units subject to mortgages. No such amendment shall be effective until recorded among the land records of Lancaster County, Nebraska. Provided, however, the Percentage Interests shall not be changed except by unanimous consent of all the Co-Owners and all mortgagees having first liens on the Units, which change shall be evidenced by an appropriate amendatory declaration to such effect recorded among the land records of Lancaster County, Nebraska.

14. No Revocation or Partition of Common Elements. The Common Elements shall remain undivided and no Co-Owner or any other person shall bring any action for partition or division thereof, however, in the event of the destruction or condemnation of more than three-fourths (3/4) of the Building, the dedication of the Property to the Condominium Property Regime may be waived or revoked by three-fourths (3/4) of the Co-Owners and the mortgagees of all of the mortgages covering the Units if they agree to such revocation or waiver.

15. Operation of the Budget.

Section 1. Determination of Common Expenses and Assessments Against Co-Owners.

(a) Fiscal Year. The fiscal year of the Condominium shall consist of the twelve month period commencing on July 1 of each year and terminating on June 30 of such year.

(b) Preparation and Approval of Budget. Each year on or before June 30, the Board of Administrators shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which it is the responsibility of the Board of Administrators to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Condominium Property Act, the By-Laws or a resolution of the Association of Co-Owners, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Co-Owners of all related services. Such budget shall also include such reasonable amounts as the Board of Administrators considers necessary to provide working capital for the Condominium, a general operating reserve, and reserves for contingencies and replacements. The Board of Administrators shall send to each Co-Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Common Expenses payable by each Co-Owner, on or before June 15 preceding the

fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Co-Owner's contribution for the Common Expenses of the Condominium.

(c) Assessment and Payment of Common Expenses. The total amount of the estimated funds required for the operation of the Property set forth in the budget for the fiscal year adopted by the Board of Administrators shall be assessed against each Co-Owner in proportion to his respective Percentage Interest, and shall be a lien against each Co-Owner's Unit as of the first day of the fiscal year to which such budget applies. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, each Co-Owner shall be obligated to pay to the Board of Administrators or the Managing Agent (as determined by the Board of Administrators), one-twelfth (1/12th) of the assessment for such fiscal year made pursuant to the foregoing provisions. Within sixty (60) days after the end of each fiscal year, the Board of Administrators shall supply to all Co-Owners an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Administrators for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, if the Board of Administrators deems it advisable, be credited according to each Co-Owner's percentage Interest to the next monthly installments due from Co-Owners under the current fiscal year's budget, until exhausted, and any net shortage shall, if the Board of Administrators deems it advisable, be added according to each Co-Owner's Percentage Interest to the installments due in the succeeding six (6) months after the rendering of the Accounting.

(d) Reserves. The Board of Administrators shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extra-ordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. If the reserves are inadequate for any reason, including non-payment of any Co-Owner's assessment, the Board of Administrators may at any time levy a further assessment, which shall be assessed against the Co-Owners according to their respective Percentage Interests, and which may be payable in a lump sum or in installments as the Board of Administrators may determine. The Board of Administrators shall serve notice of any such further assessment on all Co-Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which

is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Co-Owners shall be obligated to pay the adjusted monthly amount or, if the additional assessment is not payable in installments, the amount of such assessment.

(e) Initial Assessment. When the first Board of Administrators elected under the By-Laws, as provided in Article III thereof, takes office, it shall determine the budget, as defined in this Section, for the period, commencing thirty (30) days after their election and ending on June 30 of the fiscal year in which their election occurs. Assessments shall be levied against the Co-Owners during said period as provided in paragraph (c) of this Section.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Administrators to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of a Co-Owner's obligation to pay his allocable share of the Common Expense as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Co-Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until the monthly payment which is due more than ten (10) days after such new annual or adjusted budget shall have been mailed or delivered.

(g) Accounts. All sums collected by the Board of Administrators with respect to assessments against the Co-Owners may be commingled into a single fund, but shall be held for each Co-Owner in accordance with his Percentage Interest.

Section 2. Payment of Common Expenses. All Co-Owners shall be obligated to pay the Common Expenses assessed by the Board of Administrators pursuant to the provisions of Section 1 of this paragraph 15. No Co-Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use of enjoyment of any of the Common Elements or by abandonment of his Unit. No Co-Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to a sale, transfer or other conveyance by him of such Unit. The purchaser of a unit shall be jointly and severally liable with the selling Co-Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of the conveyance, without prejudice to the purchaser's right to recover from the selling Co-Owner the amounts paid by the purchaser therefor; provided, however, that any such purchaser shall be entitled to a statement from the Board of Administrators or Managing Agent setting forth the amount of the unpaid assessments against the selling Co-Owner and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the

amount therein set forth; and provided, further, that if a mortgagee of a mortgage of record shall obtain title to the Unit as a result of foreclosure of a mortgage or other lien or as a result of a trustee's sale under a trust deed, such mortgagee, its successors and assigns shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Expenses assessed prior to the acquisition of title to such Unit by such purchaser. Such unpaid share of Common Expenses assessed prior to the acquisition of title to such unit by such purchaser pursuant to the foreclosure sale shall be collectible from all Co-Owners, including the purchaser at the foreclosure sale, in proportion to their respective percentage interests. Upon the sale or conveyance of a Unit, all unpaid assessments against a Co-Owner for his proportionate share of the Common Expenses shall first be paid out of the sales price or by the acquirer in preference over any other assessments or charges of whatever nature except (i) assessments, liens and charges for taxes past due and unpaid on the Unit and (ii) payments due under duly recorded mortgage and lien instruments.

Section 3. Collection of Assessments. The Board of Administrators shall take prompt action to collect any assessments for Common Expenses due from any Co-Owner which remain unpaid for more than thirty (30) days from the due date for payment thereof.

Section 4. Maintenance and Repair.

(a) By the Board of Administrators.

The Board of Administrators shall be responsible for the maintenance, repair and replacement (unless necessitated by the negligence, misuse or neglect of a Co-Owner, in which case such expense shall be charged to such Co-Owner) of the following, the cost of which shall be charged to all Co-Owners as a Common Expense:

(i) All of the Common Elements, whether located inside or outside of the Units, and whether General or Limited.

(ii) All portions of the Units which contribute to the support of the building, excluding, however, the surfaces of all walls and floors of a Unit.

(iii) The maintenance of the exterior surface of the front door of each Unit opening on to the corridor.

(iv) All incidental damage caused to any Unit by such work as may be done or caused to be done by the Board of Administrators in accordance therewith.

(b) By the Co-Owner.

(1) Except for the portions of his Unit required to be maintained, repaired and replaced by the Board of Administrators, each Co-Owner shall be responsible for the maintenance, repair and replacement, at his own expense, of everything contained within his Unit including the following: any interior walls, kitchen and bathroom fixtures and equipment, refrigerator and range, fireplace fixture, lighting, heating unit, those parts of the plumbing system which are wholly contained within his Unit, windows and sliding glass doors. Each Co-Owner shall replace and maintain the light located in the entry alcove outside of the Unit, if any, and pay the charge for electricity to operate such light. Each Co-Owner shall keep the interior of his Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance of his Unit. Each Co-Owner shall keep his patio or balcony, if any, in a clean and sanitary condition, including snow removal therefrom. In addition, each Co-Owner shall be responsible for all damages to any and all other Units or to the Common Elements resulting from his failure to make any of the repairs required to be made by him by this Section. Each Co-Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Co-Owners. Each Co-Owner shall promptly report to the Board of Administrators evidence of termites or other bugs, pests or rodents.

(2) Each Co-Owner shall carry out at his sole expense any works of modification, repair, cleaning, safety, and improvement of his Unit without disturbing the legal use and enjoyment of the rights of the other Co-Owners, or changing the exterior form of the facades, or painting exterior walls, doors or windows in colors or hues different from those of the whole, and without jeopardizing the soundness or safety of the Property, reducing its value or impairing any easement or access to or use of Common Elements.

(c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality. The method of approving payment vouchers for all repairs and replacements shall be determined by the Board of Administrators.

Section 5. Additions, Alterations or Improvements by Board of Administrators. Whenever in the judgment of the Board of Administrators the Common Elements shall require additions, alterations or improvements costing in excess of Five Thousand Dollars (\$5,000.00) during any period of twelve (12) consecutive months, and the making of such additions, alterations or improvements shall have been approved by a majority of the

Co-Owners the Board of Administrators shall proceed with such additions, alterations or improvements and shall assess all Co-Owners for the cost thereof as a Common Expense proportionate to their existing ownership interest. Any additions, alterations or improvements costing Five Thousand Dollars (\$5,000.00) or less during any period of twelve (12) consecutive months may be made by the Board of Administrators without approval of the Co-Owners and the cost thereof shall constitute part of the Common Expenses. Notwithstanding the foregoing, if, in the opinion of not less than 75% of the members of the Board of Administrators, such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of the Co-Owner or Co-Owners requesting the same, such requesting Co-Owners shall be assessed therefor in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Administrators. No Administrator, except the Developer, may vote on whether such additions, alterations, or improvements are exclusively or substantially exclusively for the benefit of himself, but, in such case, not less than 75% of the other Administrators shall make such determination. The foregoing notwithstanding, the Board of Administrators may not lease the Common Elements without the affirmative vote of at least 75% of the Co-Owners. No additions, alterations or improvements shall diminish voting power of a Co-Owner.

Section 6. Additions, Alterations or Improvements by Co-Owners. No Co-Owner shall make any structural addition, alteration or improvement in or to his Unit without the prior written consent thereto of the Board of Administrators. The Board of Administrators shall be obligated to answer any written request by a Co-Owner for approval of a proposed structural addition, alteration or improvement in such Co-Owner's Unit within thirty (30) days after such request, and its 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 6 shall not apply to Units owned by the Developer until such Units shall have been initially sold by the Developer and paid for.

Section 7. Combining Units. If any Co-Owner of two or more adjoining Units wishes to physically combine the two or more Units (either horizontally or vertically adjoining) into one, he shall submit his written request to the Board of Administrators along with detailed drawings of the proposed alterations necessary to the Units and Common Elements. The prior written



consent of the Board of Administrators for any such combination of Units shall be required. The Board of Administrators shall be obligated to answer any such written request by a Co-Owner for approval within thirty (30) days after such request, and its failure to do so within the stipulated time shall constitute consent by the Board of such request. If the Board of Administrators approves such request, it shall grant an easement for any encroachment by such Co-Owner on the Common Elements caused by the alterations. For purposes of the Master Deed and the By-Laws, the Units shall continue to be treated as separate Units, e.g., for purposes of assessment of Common Expenses, voting by Co-Owners and conveyancing. Any application to any governmental authority for a permit to make any alterations to the Units or the Common Elements 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 alteration, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 7 shall not apply to Units owned by the Developer until such Units shall have been initially sold by the Developer and paid for.

Section 8. Restrictions on Use of Units. Each unit and the Common Elements shall be occupied and used as follows:

(a) No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit shall be used as a residence for a single family and for no other purpose. The right is reserved by the Developer or its agent to use any unsold Unit or Units for sales or display purposes.

(b) Nothing shall be done or kept in any Unit or in the Common elements which will increase the rate of insurance for the Property, or the contents thereof, applicable for residential or professional use, without the prior written consent of the Board of Administrators. No Co-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 the property, or the contents thereof, or which would be in violation of any law. No waste will be committed in the Common Elements.

(c) No immoral, improper, abnormal, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole

expense of the Co-Owner or the Board of Administrators, whichever shall have the obligation to maintain or repair such portion of the Property.

(d) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Property or which would structurally change the Building except as is otherwise provided in the By-Laws or Master Deed.

(e) No tenant of a Unit or Co-Owner may make any noise or cause any annoyance or do any act that may disturb the peace of the other Co-Owners or tenants.

(f) Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board of Administrators.

(g) The Common Elements 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.

(h) No antennas may be erected by any Co-Owner.

(i) Waterbeds are allowed at Co-Owner's discretion.

(j) No transient tenants may be accommodated therein.

(k) Each Co-Owner shall maintain the physical security of the building including keeping locks on exterior Unit doors, sliding glass doors, and windows in good repair.

(l) No items may be stored on balconies or patios.

(m) Patios and balconies may not be totally or partially enclosed without the permission of the Board of Administrators.

(n) No pets, other than small household pets, are allowed on the Common Elements or within any Unit without the permission of the Board of Administrators. In no event shall large animals be permitted in the Units or on the Common Elements.

(o) Each Co-Owner shall be responsible for the control of cooking odors within his Unit by appropriate use of kitchen vents provided for such purpose.

(p) No advertising signs, billboards, or other advertising device shall be erected, placed or permitted on

any Unit or any common area; provided, however, that a Co-Owner may place a sign advertising his Unit for sale within the common area at such location as designated by the Board of Administrators.

Section 9. Right of Access. A Co-Owner shall grant a right of access to his Unit to the Board of Administrators or the Managing Agent, or any other person authorized by the Board of Administrators or the Managing Agent, or any group of the foregoing, for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or the Common Elements, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in his Unit or elsewhere in the Property, or to correct any condition which violates the provisions of any mortgage covering another Unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Co-Owner. In case of an emergency, such right of entry shall be immediate, whether the Co-Owner is present at the time or not.

Section 10. Rules and Regulations. Rules and regulations concerning the operation and use of the Common Elements may be promulgated and amended by the Board of Administrators, provided that such rules and regulations are not contrary to or inconsistent with the Condominium Property Act, the Declaration or the By-Laws. Copies of the rules and regulations shall be furnished by the Board of Administrators to each Co-Owner prior to the time when the same shall become effective.

Section 11. Electricity, Water, Gas Charges and Sewer Rents and Cable Television. Electricity shall be supplied by the public utility company serving the area directly to each Unit through separate meters and each Co-Owner shall be required to pay the bills for electricity construed or used in his Unit. The electricity serving the Common Elements shall be separately metered, and the Board of Administrators shall pay all bills for electricity consumed in such portions of the Common Elements as a Common Expense. The Board of Administrators shall pay as a Common Expense all bills for water, sewer, garbage collection, and such other matters as the Board may determine; the use of gas is separately metered, and each Co-Owner shall be required to pay the bills for gas use as shown on such meter and as billed.

Section 12. Storage Areas. Storage areas, if any, may be assigned to Co-Owners for use by them on a first-come, first-serve basis. The cost of maintenance and repair of all storage areas, if any, shall be a Common Expense.

Section 13. Recreational Facilities. No major recreational facilities will be furnished by this Condominium Property Regime unless duly approved or unless otherwise provided.

16. Insurance - Authority to Purchase. Except as otherwise provided in Section 3 of this paragraph 16, all insurance policies relating to the Property shall be purchased by the Board of Administrators as trustee of the Co-Owners of the Units and their respective mortgagees, as their interests may appear, which insurance shall be governed by the following provisions:

(a) The Board of Administrators shall be required to obtain a single master policy from generally acceptable insurance carriers covering physical damage for the entire Property under which the insurance company will issue to each Co-Owner a certificate or sub-policy specifying the portion of the master policy allocated to each Co-Owner's Unit and his Percentage Interest in the Common Elements. The master policy shall cover the property and condominium, including the common elements and special limited common elements insuring against all risks of direct physical loss, including fire and extended coverage perils. Said master policy shall be in an amount equal to One Hundred Percent (100%) of the current replacement cost of the condominium, exclusive of land, foundation, excavation and other items normally excluded from said coverage. The named insured on the master policy shall be the "Association of Co-Owners of Briar I Condominium Property Regime for the use and benefit of the individual owners." The policy may also be issued in the name of the Board of Administrators of the Briar I Condominium Regime for the benefit of the members of the Association of Co-Owners, or in the name of any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor trustee, as insured, for the use and benefit of the individual owners. The master policy shall provide that (i) each Co-Owner shall have the right to request an increase in the coverage allocated to his Unit by reason of improvements made solely to his Unit, but any additional premium resulting from such additional coverage shall be billed by the insurance company directly to, and shall be paid by, such Co-Owner; and (ii) each Co-Owner shall have the right to obtain, at his own expense, an endorsement to the master policy insuring him for the cost of emergency shelter in the event of damage rendering his Unit uninhabitable.

(b) In addition, the Board of Administrators shall be required to secure a master policy covering physical damage that will provide a "special condominium endorsement" or its equivalent which provides the following:

(1) That the insurer waives its rights to subrogation to any claims against the Board of Administrators, the Managing Agent, the Co-Owners and their respective agents, employees, guests, tenants and, in the case of the Co-Owners, the members of their households;

(2) That the master policy on the Property cannot be cancelled, invalidated, or suspended on account of the conduct of any member, officer or employee of the Board of Administrators or the Managing Agent, without a prior demand in writing that the Board of Administrators or the Managing Agent cure the defect;

(3) That any "no other insurance" clause contained in the master policy shall expressly exclude individual Co-Owners' policies from its operation;

(4) That until the expiration of ten (10) days after the insurer gives notice in writing to the mortgagee of any Unit, the mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Co-Owner of such Unit, the other Co-Owners, the Board of Administrators, or any of their agents, employees or household members, nor cancelled for non-payment of premiums;

(5) That the master policy may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Board of Administrators and all mortgagees of Units;

(6) That the net proceeds of such policies, if less than Twenty-Five Thousand Dollars (\$25,000.00), shall be payable to the Board of Administrators, and if more than Twenty-Five Thousand Dollars (\$25,000.00) shall be payable to the Insurance Trustee designated in Section 4 of this paragraph;

(7) That the master policy shall contain a standard mortgagee clause in favor of each mortgagee of a Unit to the extent of the portion of the coverage of the master policy allocated to such Unit, which shall provide that the loss, if any, thereunder shall be payable to such mortgagee and the Co-Owner as their interests may appear, subject, however, to the loss of payment and adjustment provisions in favor of the Board of Administrators and the Insurance Trustee contained in Sections 4 and 5 of this paragraph.

(8) That the master policy shall contain a clause recognizing any insurance trust agreement.

(9) That the master policy contain an "Agreed Amount Endorsement" and if available an "Inflation Guard Endorsement".

(c) In no event shall the master policy or the insurance carriers charter or By-Laws provide: (a) that contributions or assessments may be made against borrowers, Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), or the designee of FNMA or FHLMC; or that loss payments are contingent upon action by the carriers' board of directors, policy holders or members, or that any clauses in the policy would prevent FNMA, FHLMC, or the borrowers from collecting insurance proceeds.

(d) All policies of insurance shall be written with a reputable company licensed to do business in the State of Nebraska as determined by the Board of Administrators.

(e) In no event shall the insurance coverage obtained and maintained by the Board of Administrators hereunder be brought into contribution with insurance purchased by individual Co-Owners or their mortgagees, unless otherwise required by Nebraska or other applicable law or insurance company regulations.

(f) Each Co-Owner shall be required to notify the Board of Administrators of all improvements made by the Co-Owner to his Unit, the value of which is in excess of Three Thousand Dollars (\$3,000.00).

(g) Any Co-Owner who obtains individual insurance policies covering any portion of the Property, other than personal property belonging to such Co-Owner, shall be required to file a copy of such individual policy or policies with the Board of Administrators within thirty (30) days after the purchase of such insurance.

## Section 2. Insurance Coverage.

(a) The Board of Administrators shall be required to obtain and maintain the following insurance: (1) fire insurance with extended coverage, vandalism, malicious mischief and wind-storm endorsements, insuring the entire property (including all of the Units and the bathroom and kitchen fixtures initially located therein upon the creation of the Condominium, but not including furniture, furnishings, of other personal property supplied or installed by Co-Owners), together with all air-conditioning equipment and other service machinery contained therein and covering the interests of the Board of Administrators and all Co-Owners and their mortgagees, as their interest may appear, in an amount equal to the maximum insurable replacement value of the property, without deduction for depreciation; (2) workmen's compensation insurance if and to the extent necessary to meet the requirements of law; and (3) such other insurance as the Board of Administrators may determine or as may be requested from time to time by a majority of the Co-Owners.

(b) The Board of Administrators shall also be required to obtain and maintain, to the extent obtainable, public liability and property damage insurance in such limits as the Board of Administrators may from time to time determine, insuring each member of the Board of Administrators, the Managing Agent, and each Co-Owner (insured) against any liability to the public or to the Co-Owners (and their invitees, agents and employees) arising out of, or incident to, the ownership and/or use of the Common Elements, including but not limited to legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements and legal liability arising out of lawsuits related to employment contracts of the Association of Co-Owners. Said insurance shall be issued on a comprehensive liability basis and shall contain a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured. The Board of Administrators shall review such limits once each year, but in no event shall such insurance be less than One Million Dollars (\$1,000,000.00) with respect to any one person and One Million Dollars (\$1,000,000.00) with respect to any one accident or occurrence and One Million Dollars (\$1,000,000.00) with respect to any claim for property damage. It shall be the responsibility of each Co-Owner to obtain, at his own expense, liability insurance with respect to his ownership and/or use of his Unit, and the Board of Directors shall not be responsible for obtaining such insurance. Further:

(i) Said public liability and property damage policy shall specifically provide that said policy may not be cancelled or substantially modified, by any party, without at least 10 days prior written notice to the Association of Co-Owners and to each holder of a first mortgage on any Unit in the condominium which is listed as a scheduled holder of a first mortgage in the insurance policy.

(ii) Such public liability and property damage insurance policy shall include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location and use, including, if applicable, host liquor liability, employers' liability insurance, contractual and all written contract insurance, and comprehensive automobile liability insurance.

(c) A duplicate original of the master policy of physical damage insurance, all renewals thereof, and all sub-policies or certificates issued thereunder, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Administrators shall obtain an appraisal from an insurance company, or such other source as the Board of

Administrators may determine, of the full replacement value of the Property, without deduction for depreciation, for the purpose of determining the amount of physical damage insurance to be effected pursuant to this Section.

Section 3. Separate Insurance. Each Co-Owner shall have the right, at his own expense, to obtain additional insurance for his own Unit and for his own benefit and to obtain insurance coverage upon his personal property and for his personal liability, provided that no Co-Owner shall be entitled to exercise his right to acquire or maintain such additional insurance coverage so as to decrease the amount which the Board of Administrators, on behalf of all Co-Owners, may realize under any insurance policy which it may have in force on the property at any particular time or to cause any insurance coverage maintained by the Board of Administrators to be brought into contribution with such additional insurance coverage obtained by the Co-Owner. All such additional policies shall contain waivers of subrogation.

Section 4. Insurance Trustee.

(a) The Board of Administrators shall have the right to designate any bank, trust company, savings and loan association, building loan association, insurance company, or any institutional lender or any other person permitted by law as the Insurance Trustee, and all parties beneficially interested in such insurance coverage shall be bound thereby. The Insurance Trustee at the time of the deposit of such policies and endorsements shall acknowledge that the policies and any proceeds thereof will be held in accordance with the terms of the By-Laws and Master Deed.

(b) The Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or contents of the policies, the correctness of any amounts received by it on account of the proceeds of any insurance policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated herein or in the By-Laws, for the benefit of the Co-Owners of the Units and their respective mortgagees.

Section 5. Board of Administrators as Agent. The Board of Administrators is hereby irrevocably appointed the agent for each Co-Owner of a Unit and for each mortgagee of a Unit and for each owner of any other interest in the Property to adjust all claims arising under insurance policies purchased by the Board of Administrators and to execute and deliver releases upon the payment of claims.



Section 6. Premiums. Premiums upon all insurance policies purchased by the Board of Administrators shall be deemed to be a Common Expense.

17. Repair and Reconstruction After Fire or Other Casualty - When Repair and Reconstruction are Required. In the event of damage to or destruction of all or any part of the building as a result of fire, or other casualty (unless more than 3/4 of the building is destroyed and an election is held with 3/4 of the Co-Owners voting in favor of the termination of the condominium regime at a meeting called within 100 days after the occurrence of the casualty, or if by such date the insurance loss has not been finally adjusted, then within 30 days after final adjustment, provided, however, that any election to terminate the condominium regime after such substantial destruction of the condominium property must be approved by the eligible holders of first mortgages on the units to which at least 51% of the votes of Units subject to mortgages held by such eligible holders are allocated), the Board of Administrators shall arrange for and supervise the prompt repair and restoration of the building (including any damaged units, and any floor coverings or any kitchen or bathroom fixtures initially located therein upon the creation of the condominium, and their replacements thereof installed by the Co-Owners, but not including any other furniture, furnishings, fixtures or equipment installed by the Co-Owners in the Units). Notwithstanding the foregoing, each Co-Owner shall have the right to supervise the redecorating of his own Unit.

Section 2. Procedure for Reconstruction and Repair.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to any Building, the Board of Administrators shall obtain reliable and detailed estimates of the cost of repairing and restoring the Building (including any damaged Units, and any floor coverings and kitchen and bathroom fixtures initially located therein upon creation of the Condominium, and replacements thereof installed by the Co-Owner, but not including any other furniture, furnishings, fixtures or equipment installed by the Co-Owner in the Unit) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Administrators determines to be necessary.

(b) Assessments. If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair as determined by the Board of Administrators, or if at any time during reconstruction and repair, upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Co-Owners who own the damaged Units and against all Co-Owners in the case of damage to Common Elements, in sufficient amounts to provide payment of such costs. Such assessments against Co-Owners for damage to Units shall be in proportion to the cost

of reconstruction and repair of their respective Units. Such Assessments on account of damage to Common Elements shall be in proportion to the Co-Owners' respective percentage interests.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the property was originally constructed unless the approval of the eligible holders of first mortgages on the units to which at least 51% of the votes of Units subject to mortgages held by such eligible holders are allocated is obtained, in which case the subsequent plans and specifications which shall be followed for such reconstruction or repair shall be attached to this Master Deed and recorded as an amendment thereto.

(d) Encroachments. Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Co-Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the Plat of Condominium Subdivision under which the Property was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.

### Section 3. Disbursements of Construction Funds.

(a) Construction Fund. The net proceeds of insurance collected on account of a casualty and the funds collected by the Board of Administrators from assessments against Co-Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Section. If the net proceeds of insurance collected on account of a casualty exceed Twenty-Five Thousand Dollars (\$25,000.00), then the funds collected by the Board of Administrators from assessments against the Co-Owners shall be deposited by the Board of Administrators with the Insurance Trustee, and the entire construction fund shall be disbursed by the Insurance Trustee; otherwise the construction fund shall be held and disbursed by the Board of Administrators.

(b) Method of Disbursement. The construction fund shall be paid by the Board of Administrators or the Insurance trustee, as the case may be, in appropriate progress payments, to such contractors, suppliers and personnel engaged in performing the work or supplying materials or services for the repair and reconstruction of the building as are designated by the Board of Administrators.

(c) Surplus. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after the payment of all of the costs of the

reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the CO-Owners and their mortgagees who are the beneficial owners of the fund; provided, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by the Co-Owner into the construction fund shall not be made payable to any mortgagee.

(d) Common Elements. When the damage is to both the Common Elements and Units, the insurance proceeds shall be applied first to the cost of repairing the Common Elements and the balance to the cost of repairing the Units in the shares set forth above.

(e) Certificate. The Insurance Trustee shall be entitled to rely upon a certificate executed by the President or Vice President, and the Secretary, of the Condominium certifying (1) whether or not the damaged property is required to be reconstructed and repaired and, if such reconstruction and repair is not required, whether or not the Co-Owners have voted in favor of such reconstruction and repair as provided in the By-Laws or Master Deed; (ii) the name of the payee and the amount to be paid with respect to disbursements from any construction fund held by it or whether surplus funds to be distributed are less than the assessments paid by the Co-Owners; and (iii) all other matters concerning the holding and disbursing of any construction funds held by it. Any such certificate shall be delivered to the Insurance Trustee promptly after request.

Section 4. When Reconstruction is Not Required. If more than three-fourths (3/4) of the Building is destroyed by fire or other casualty and three-fourths (3/4) of the Co-Owners fail to vote in favor of repair or restoration, within the period of time prescribed by Section 1 of paragraph 17; the Board of Administrators shall record, with the register of deeds, a notice setting forth such facts, and upon the recording of such notice:

(a) The Property shall be deemed to be owned in common by the Co-Owners;

(b) The undivided interest in the Property owned in common which shall appertain to each Co-Owner shall be the percentage of undivided interest previously owned by such Co-Owner in the Common Elements;

(c) Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Co-Owner in the Property; and,

(d) The Property shall be subject to an action for partition at the suit of any Co-Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, shall be considered as one fund and shall be divided among all the Co-Owners in a percentage equal to the Percentage Interest of each Co-Owner, after

first paying out of the respective shares of the Co-Owners, to the extent sufficient for such purpose, all liens on the undivided interest in the property owned by each Co-Owner.

18. Condemnation. The Association of Co-Owners shall represent the Unit owners in the condemnation proceedings or negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, or part thereof, by the condemning authority.

(1) Board of Administrators as agent. The Board of Administrators is hereby irrevocably appointed the agent for each Co-Owner of a Unit and for each mortgagee of a Unit and for each owner of any other interest in the property to adjust all claims arising under condemnation proceedings or in negotiation settlement and agreements with the condemning authority for acquisition of the common elements, or part thereof, by the condemning authority.

(2) In the event of a taking in condemnation or by eminent domain of part or all of the Property, the award made for such taking shall be payable to the Board of Administrators if such award amounts to Twenty-Five Thousand Dollars (\$25,000.00) or less, and to the Insurance Trustee if such award amounts to more than Twenty-Five Thousand Dollars (\$25,000.00). Such award shall be disbursed as follows:

(a) If (i) less than three-fourths (3/4) of the building is destroyed by such taking, or (ii) if more than three-fourths (3/4) of the Building is destroyed by such taking and three-fourths (3/4) of the Co-Owners vote in favor of the repair or reconstruction of the Property at a meeting which shall be called within one hundred (100) days after the taking, then in either case such reconstruction or repair shall be accomplished in the same manner as set forth in paragraph 17 of this Master Deed in the case of damage by fire or other casualty.

(b) If more than three-fourths (3/4) of the Building is destroyed by such taking and three-fourths (3/4) of the Co-Owners fail to vote in favor of reconstruction or repair of the Property within one hundred (100) days after the taking, the Board of Administrators shall record, with the register of deeds, a notice setting forth such facts, and upon the recording of such notice:

(i) The Property shall be deemed to be owned in common by the Co-Owners;

(ii) The undivided interest in the Property owned in common which shall appertain to each Co-Owner shall be the percentage of undivided interest previously owned by such Co-Owner in the Common Elements;

(iii) Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Co-Owner in the Property; and,

(iv) The Property shall be subject to an action for partition at the suit of any Co-Owner, in which event the net proceeds of sale, together with the next proceeds of the insurance on the Property, shall be considered as one fund and shall be divided among all the Co-Owners in a percentage equal to the Percentage Interest of each Co-Owner, after first paying out of the respective shares of the Co-Owners, to the extent sufficient for such purpose, all liens on the undivided interest in the Property owned by each Co-Owner.

19. Mortgages - Notice to Board of Administrators. A Co-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.

Section 2. Notice of Unpaid Assessments for Common Expenses. The Board of Administrators, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid assessments for Common Expenses due from, or any other default by, the Co-Owner of the mortgaged unit.

Section 3. Notice of Default. The Board of Administrators, when giving notice to a Co-Owner of a default in paying an assessment for Common Expenses or any other default, shall send a copy of such notice to each holder of a mortgage covering such Co-Owner's Unit whose name and address has theretofore been furnished to the Board of Administrators.

20. Compliance and Default - Relief. Each Co-Owner of a Unit shall be governed by, and shall comply with, all of the terms of the Master Deed, the By-Laws, Rules, Regulations and Covenants, and any amendments of the same. A default by a Co-Owner shall entitle the Association of Co-Owners, acting through its Board of Administrators or through the Managing Agent, to the following relief:

(a) Legal Proceedings. Failure to comply with any of the terms of the Master Deed, the By-Laws, Rules, Regulations and Covenants shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in the By-Laws, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by

the Association of Co-Owners, the Board of Administrators, the Managing Agent, or, if appropriate, by an aggrieved Co-Owner.

(b) Additional Liability. Each Co-Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or his employees, agents or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Administrators. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

(c) Costs of Attorneys' Fees. In any proceeding arising out of any alleged default by a Co-Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court.

(d) Controlling State Law. The Master Deed and By-Laws shall be filed in the State of Nebraska and the laws of the State of Nebraska shall control as to the rights, duties and obligations arising out of the sale, occupancy or use of any unit.

(e) No Waiver of Rights. The failure of the Association of Co-Owners, the Board of Administrators, or of a Co-Owner to enforce any right, provision, covenant, or condition which may be granted by the Master Deed, the By-Laws or the Rules, Regulations and Covenants shall not constitute a waiver of the right of the Association of Co-Owners, the Board of Administrators or the Co-Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the association of Co-Owners, the Board of Administrators, or any Co-Owner pursuant to any term, provision, covenant or condition of the Master Deed, the By-Laws or the Rules, Regulations and Covenants shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Master Deed, the By-Laws, Rules, Regulations and Covenants, or at law or in equity.

(f) Interest. In the event of a default by any Owner in paying any Common Expenses or other sum assessed against him which continues for a period of excess of fifteen (15)

days, such Owner shall be obligated to pay interest on the amounts due at the rate of twelve percent (12%) per annum from the due date thereof.

(g) Abatement and Enjoinment of Violations by Owners.  
The violation of any rule or regulation adopted by the Board of Administrators, or the breach of any By-Law or the breach of any provision of the Master Deed, shall give the Board of Administrators the right, in addition to any other rights set forth in the Master Deed or By-Laws: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Co-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; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or (c) to temporarily suspend the rights of such Co-Owner, members of his family and invitees or tenants from using any of the Common Elements.

Section 2. Lien for Contributions.

(a) The total annual contribution of each Co-Owner is hereby declared to be a lien levied against the Unit of such Co-Owner within the purview of the Condominium Property Act of Nebraska and other applicable laws of the State of Nebraska, which lien shall be effective as of the first day of each such year. The Board of Administrators, or the Managing Agent, may file or record such other or further notice of lien, or such other or further document as may be required by the laws of the State of Nebraska to confirm the establishment of such lien. No liens may be created on the general or limited Common Elements except as stated and provided for in the Master Deed and By-Laws. The lien of any assessment is prior to all other liens and encumbrances except (i) liens and encumbrances recorded before the recordation of the Master Deed, (ii) a first mortgage or deed of trust on the unit recorded before the date on which the assessment sought to be enforced was recorded, and (iii) liens for real estate taxes and other governmental assessments or charges against the unit and its appurtenant elements.

(b) In any case where an assessment against a Co-Owner is payable in installments, upon a default by such Co-Owner in the payment of any single installment, which continues for ten (10) days after written notice of such default has been sent to the Co-Owner, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Administrators, and the then balance owing may be declared due and payable in full by the service of notice of such effect upon the defaulting Co-Owner by the Board of Administrators or the Managing Agent.

(c) The lien for contributions may be foreclosed in the manner provided by the laws of the State of Nebraska by suit brought in the name of the Board of Administrators, or the Managing Agent, acting on behalf of the Association of Co-Owners. During the pendency of such suit the Co-Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. the plaintiff in such proceeding shall have the right to the appointment of a receiver, if available under the then laws of the State of Nebraska.

(d) Suit to recover a money judgment for unpaid contributions shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be maintainable notwithstanding the pendency of any suit to recover a money judgment.

21. Period of Condominium Ownership. The Condominium Ownership created by this Master Deed and the Condominium Plat shall continue until this Master Deed is revoked in the manner provided in paragraph 22 or until terminated as provided in paragraphs 17 or 18 of this Master Deed.

22. Revocation. Except as otherwise provided in this Master Deed, this Master Deed shall not be revoked unless all of the Co-Owners and all of the holders of any recorded first mortgages covering or affecting any or all of the condominium units unanimously consent and agree to such revocation by instruments duly recorded.

23. 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 of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

24. Waiver. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

25. Gender. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the Briar I Condominium Property Regime Owners Association, has caused this Amended Master Deed to be executed by its members on the 27<sup>th</sup> day of July, 1987.

BRIAR I CONDOMINIUM PROPERTY REGIME  
UNIT OWNERS



BY:

*Michael McCullough by Proxy*  
James B. Kelly

La Rue Mohling

*Michael McCullough by Proxy*  
Kathleen England

*T. G. Aron*

Timothy G. Aron

*Grace M. Sievers*  
Grace M. Sievers

*Patricia Sudman*

Patricia Sudman

*M. J. Altenhofen*  
Marilyn Altenhofen

*Bernice Katske*

Bernice Katske or Gail R. Wishnow

*Pamela Haas*

Pamela Haas

Cherie S. Ballard

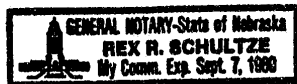
*Michael McCullough*  
Michael McCullough

*Michael McCullough by Proxy*  
Richard Morton

STATE OF NEBRASKA        )  
                                  ) ss.  
COUNTY OF LANCASTER    )

On this 27<sup>th</sup> day of July, 1987, before me, the undersigned Notary Public, duly commissioned and qualified in and for said County, personally appeared ~~Jean Morton~~, Grace M. Sievers, Patricia Sudman, Marilyn Altenhofen, Bernice Katske, Pamela Haas and Michael McCullough, for himself and as proxy for ~~Jean Morton~~, <sup>RICHARD MORTON</sup> James B. Kelly, and ~~Thomas~~ G. Aron, personally known to me to be the identical persons who signed the above and foregoing instrument and acknowledged the execution of same to be their voluntary act and deed, and the voluntary act and deed of said partnership.

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



Rex R. Schultze  
Notary Public

SCHEDULE A

Legal Description

Lot 16, Block 6, Briarhurst West Fourth Addition,  
Lincoln, Lancaster County, Nebraska.

35

SCHEDULE B

<u>Unit No.</u>	<u>Floor</u>	<u>Approximate Area</u>	<u>Condominium Basic Value</u>	<u>Percentage Interest</u>
1	Lower Level	1,111.25 square feet	\$10,000	1/12th
2	"	"	"	"
3	"	"	"	"
4	"	"	"	"
5	Middle Level	"	"	"
6	"	"	"	"
7	"	"	"	"
8	"	"	"	"
9	Upper Level	"	"	"
10	"	"	"	"
11	"	"	"	"
12	"	"	"	"

40-199  
*K.H.*  
 INDEXED  
 MICRO-FILED  
 GENERAL

LANCASTER COUNTY, N.C.

*Dan Pals*  
 REGISTER OF DEEDS

1987 JUL 28 AM 8:38

EXEMPT ON  
 NUMBER 21 ONLY  
 FIELD FOR RECORD AS  
 INST. NO. 87 25347

\$180<sup>50</sup>

*Rex Schutze*  
*1400 First Tier Bank*  
*(08)*