

AMENDED MASTER DEED AND DECLARATION

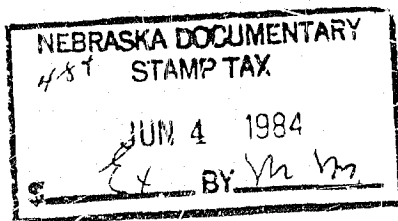
THIS AMENDED MASTER DEED AND DECLARATION made this 29 day  
of MAY, 1984 by MARQUIS CONSTRUCTION CO., INC., a  
Nebraska corporation (herein called "Declarant"), for itself, its  
successors, grantees and assigns.

W I T N E S S E T H

1. Purpose. The purpose of this Amended Master Deed and  
Declaration is to submit the lands herein described and the  
improvements to be built thereon to the condominium form of  
ownership and use in the manner provided by Sections 76-825 through  
76-894, R.R.S. Nebraska (herein called "Uniform Condominium Act"),  
and to amend in their entirety that certain Master Deed covering the  
same property filed in the Office of the Register of Deeds of  
Douglas County, Nebraska at Book 1722 Page 495 and the Addendum and  
Amendment thereto filed in said office in Book 707 at Page 596  
which Master Deed and Amendment and Addendum thereto shall be of no  
further force and effect.

The definitions set forth in Section 76-827, R.R.S.  
Nebraska shall govern this Master Deed and Declaration.

2. Name. The name of the condominium is Cimarron I, a  
condominium.



3. Association. The association which shall manage said condominium pursuant to Section 76-859 R.R.S. Nebraska et seq. is Cimarron I Association, Inc., a Nebraska nonprofit corporation. All unit owners shall be members of the Association.

4. Description. The lands owned by the Declarant which are hereby submitted to the condominium regime are described as follows:

Lot 1, Cimarron, a subdivision as surveyed  
platted and recorded in Douglas County, Nebraska.

5. Boundaries and Units. The condominium will consist of 3 buildings with a height of not more than two stories plus basement. The buildings will contain a total of 11 units which may only be used for residential purposes. The condominiums will also include automobile garages, parking areas, lawns and landscaping. The total ground floor area of all buildings (including garages) aggregates 18,757 square feet and the total land area aggregates 50,220 square feet. Said buildings and improvements together with their location on the land, dimensions, boundaries of each unit, identifying number and limited common area are as more particularly described in the building plan which is attached hereto as Exhibit "A", incorporated herein by this reference.

5. Common Elements. The common elements of the condominium are described as follows:

(a) The land on which the buildings stand including all of the surrounding lands embraced within the legal description specified in paragraph 4 above; subject, however, to the limitations that each individual unit owner shall have a paramount right to the use and enjoyment of the 15 feet immediately behind his unit which 15 foot strip of property is shown in cross-hatching on the attached Exhibit "A" and

is described as "limited common area".

(b) The exterior surfaces of all units except exterior screening, window glass, storm doors, exterior decks and doors including garage doors which shall be limited common elements.

(c) Foundations, exterior walls and party walls, roofs, yards and gardens, except any yard areas and equipment that may be included within individual unit patios and individual unit fences within the rear 15 foot limited common area strip as delineated on Exhibit "A" which shall be limited common elements;

(d) The lawn sprinkling system and its water meters.

The air conditioning compressor supplying coolant for each unit is not a common element but is a part of each unit and shall be maintained and replaced as needed by each owner. Each owner shall be responsible for the repair, maintenance and replacement of the interior of his unit and the exterior portions thereof described as limited common elements including specifically, but not limited to exterior glass, screens, storm and entry doors, garage doors and decks and the water and sewer service lines from the street to the unit.

The limited common areas shown in the cross hatch on Exhibit "A" shall be treated the same as common elements in all respects except that their designation as "limited common area" shall accord the owner of the unit which they serve the paramount right to use and enjoyment thereof. If any owner fails to make all reasonable and necessary repairs and replacements of the parts of the limited common elements allocated to his unit, then the association may perform such work, invoice the owner for the cost thereof and secure and enforce a claim and lien therefore against

the owner and his unit in like manner as a delinquent assessment for common element expense.

7. Special Declarant Rights. Declarant reserves the right, to annex Lot 2, Cimarron, to this Amended Master Deed and Declaration and to add additional units to this condominium, the total number of which, together with the units on Lot 1, Cimarron shall not exceed 25. By this Master Deed and Declaration, Declarant and all future owners of the property consent to such annexation and additional units.

8. Allocated Interests. The total basic value of the entire condominium regime is \$923,450 and the basic value of each apartment together with the percentage which each apartment shall share in the expenses and the rights in the common elements and votes in the association are as follows:

<u>Unit Number</u>	<u>Basic Value</u>	<u>%</u>	<u>Votes</u>
14802 California St.	\$87,950	9.52	9.52
14804 California St.	76,950	8.33	8.33
14806 California St.	76,950	8.33	8.33
14808 California St.	87,950	9.52	9.52
14812 California St.	87,950	9.52	9.52
14814 California St.	76,950	8.33	8.33
14816 California St.	76,950	8.33	8.33
14818 California St.	87,950	9.52	9.52
14824 California St.	87,950	9.52	9.52
14826 California St.	87,950	9.52	9.52
14828 California St.	87,950	9.52	9.52

In the event that the Declarant exercises its right to annex Lot 2 and the units to be built thereon, the manner in which each unit shall share in the expenses of and rights in the common elements and votes in the Association shall be determined and/or re-allocated as the case may be by taking the total basic value of

the entire condominium regime, both Lots 1 and 2, Cimarron, determining the basic value for each unit and ascertaining therefrom the percentage attributable to each unit.

9. Declarant Control. Declarant shall control the association and may appoint and remove the officers and members of the Executive Board until the earlier of:

- a) Sixty days after conveyance of 90% of the units which may be created to unit owners other than a declarant; or
- b) Two years after declarant has ceased to offer units for sale in the ordinary course of business.

Not later than sixty days after conveyance of 25% of the units which may be created to unit owners other than a declarant, at least one member and not less than 25% of the members of the Executive Board shall be elected exclusively by unit owner other than the declarant. Not later than sixty days after conveyance of 50% of the units which may be created to unit owners other than a declarant, not less than 33 1/3% of the members of the Executive Board shall be elected exclusively by unit owners other than the declarant.

Not later than the termination of the period of declarant control, the unit owners shall elect an Executive Board of at least three members, at least a majority of whom shall be unit owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

10. Insurance, Damage and Liability. The association shall insure the condominium and the association against risk, including tort liability, in the manner set forth in the Bylaws. A unit owner may obtain insurance, for the unit owner's account and benefit, covering the unit and contents. Each policy shall be issued

in the name of the association for the benefit of unit owners in proportion to their allocated interests. The limits of coverage shall be established by resolution of the Executive Board. Premiums for such insurance shall be a common expense. Any damage to the condominium caused by fire or other casualty shall be promptly repaired by the association in the manner set forth in the Bylaws, unless (1) the condominium is terminated; (2) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or (3) 80% of the votes in the association, including the votes of every unit which will be rebuilt and every unit to which a limited common element is assigned which will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense. If the entire condominium is not repaired or replaced, (1) the insurance proceeds attributable to the damaged common elements must be used to restore the damaged area to a condition compatible with the remainder of the condominium; (2) the insurance proceeds attributable to units and limited common elements which are not rebuilt must be distributed to the owners of those units and the owners of the units which which those limited common elements were assigned or the lienholders, as their interests may appear, and (3) the remainder of the proceeds must be distributed to all the unit owners or lienholders, as their interests may appear, in proportion to the allocated interests of all the units. If the unit owners vote not to rebuild any unit, that unit's allocated interest shall be automatically reallocated. Any tort liability arising from the use of common elements shall be a common expense. Any deficiency in insurance coverage of such liability shall be borne by all unit owners in proportion to their allocated interests.

11. 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 property, including the persons who acquire the interest of any owner through foreclosure, enforcement of any lien or otherwise:

- a) Cimarron I Association, Inc., a Nebraska non-profit corporation, has been incorporated to provide a vehicle for the management of the condominium pursuant to Section 76-859 R.R.S. Nebraska 1943 et seq.. Each owner shall automatically be deemed a member of said association. The By-Laws of said association are also the By-Laws of this condominium regime.
- b) The common elements are for the use and enjoyment of all owners. The ownership of the common elements shall remain undivided, and no person or owner shall bring any action for the partition or division of the common elements. The association shall from time to time establish rules and regulations for the use of the common elements and all owners and users shall be bound thereby. The association shall have the sole jurisdiction over and responsibility for making alterations improvements, repairs and maintenance to the common elements. The share of an owner in the common elements is appurtenant to his unit and inseparable from unit ownership. Assessments against 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 days after the date when due shall not bear interest, but all sums not paid within said ten-day period shall bear interest at the highest legal contract rate from due date until paid. If any owner shall fail or refuse to make any payment of such assessments when due, the amount thereof plus interest shall constitute a lien upon the owner's interest in his unit and in the property, and upon the recording of such lien by the association in the Register of Deeds of the county wherein the condominium is located, such amount shall constitute a lien prior and preferred over all other 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.

- c) Each owner shall be responsible:
1. To maintain, repair and replace at his expense all portions of his unit which are not included in the definition of common elements.
  2. To refrain from painting, decorating or changing the appearance of any portion of the exterior of the unit building; unless approved by the association in writing.
  3. To promptly report to the Association any defect or need for repairs which are the responsibility of the Association.
- d) Each unit shall be used and occupied only by one family, its servants and guests as a residence and for no other purpose. No unit may be subdivided into a smaller unit nor any portion thereof sold or transferred without first amending this Master Deed to show the change in the units to be subdivided.
- e) No practice or use shall be permitted on the condominium property or in any unit which shall be an annoyance to other owners or residents of the area or which shall interfere with their peaceful use and enjoyment of their property. All portions of the property and of the unit 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.
- f) No owner may sell or lease his unit or any interest therein unless he shall have given to the Association, at least five days prior to closing of such sale or lease, a written notice specifying the names and current address of such buyers or lessees and the terms and price of such sale or lease together with a copy of the proposed sale agreement or lease. The above provisions regarding approval of transfers shall not apply to acquisition of ownership through foreclosure of a mortgage upon a unit.
- g) Unless a greater number is required by law, owners representing two-thirds or more of the votes in the association may at any time in writing duly acknowledged and recorded effect an amendment to the By-Laws of said condominium; and unless a greater number is required by law, owners representing three-fourths or more of the total basic value of the condominium may at any time in writing duly acknowledged and recorded effect any alteration, deletion or amendment to this Master Deed; provided that such changes shall not bind any then existing mortgage holders of record unless they likewise consent to such change in writing.



h) This condominium regime may be terminated or waived by written agreement of owners representing eighty (80%) percent or more of the votes in the Association and by all lien holders of record; which agreement shall be acknowledged and recorded in the Register of Deeds and termination shall be effective as of recording date. Following termination, the property may be judicially partitioned and sold upon the partition of any owner; but if owners representing eighty (80%) percent of the votes in the Association agree in writing to sell or otherwise dispose of the condominium property, then all owners shall be bound to execute such deeds or other documents reasonably necessary to effectuate such sale or disposition when and 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 condominium property be sold or otherwise disposed of without the prior termination or waiver of the regime, unless such sale or disposition is approved in writing by owners representing one hundred (100%) percent of the total basic value of the condominium and by the holders of all mortgages of record covering any apartments within the condominium. Notwithstanding any provision 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.

i) No owner may keep more than one (1) domestic dog or cat and such pet may not be kept outside of the unit for any extended period of time. In addition, any such pet will be subject to regulations, restrictions, exclusions and special assessments as may be determined by the association from time to time. All garage doors must remain closed at all times except when cars are entering or exiting the garage space. No garbage cans or trash receptacles are to be permitted outside unless fully screened from view in a manner approved in writing by the association. Private barbecue grills may not be used in the common areas, and outside use or storage of barbecue grills will be subject to regulation, restriction or exclusion by the association. Automobile parking will be subject to regulation and restriction by the association.

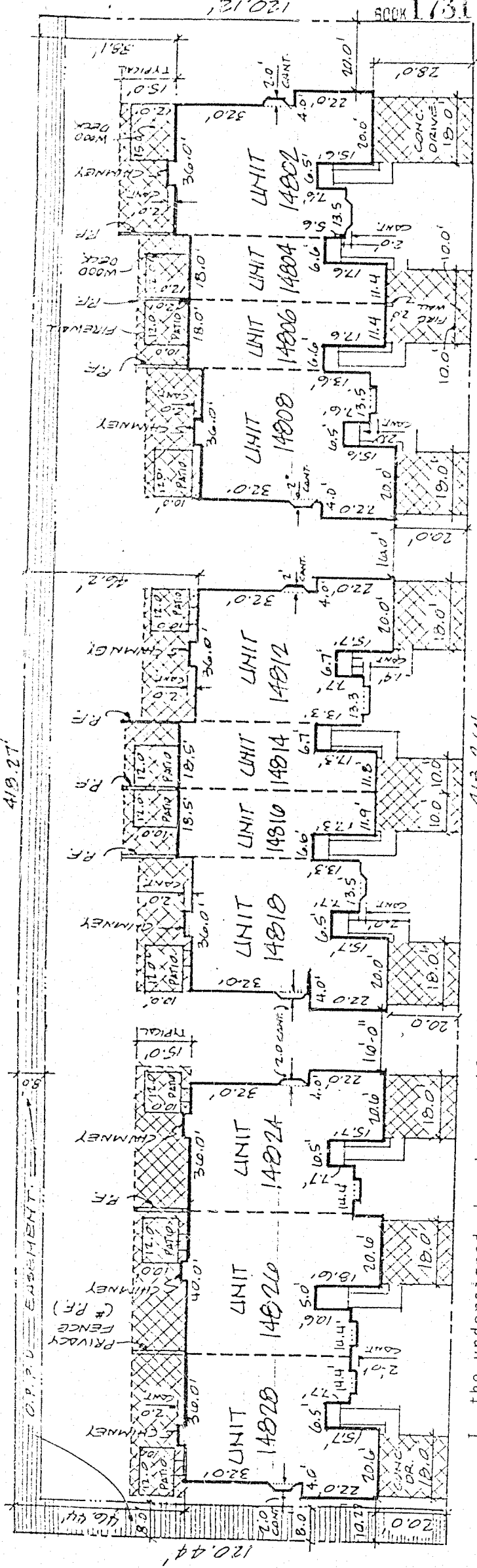
j) All notices required hereby shall be in writing and sent by certified or registered mail--return receipt requested.





1. To a owner at his last known address on the books of the association.
2. To the condominium or the Association at registered office of the Association.

k) Declarant reserves the right to use any units owned by it as a model home and as sales closing facilities until



CIMARRON I, A CONDOMINIUM



- LEGEND**
-  LIMITED COMMON AREA.
  -  EXTERIOR UNIT BOUNDARIES
  -  PARTY WALL & UNIT BOUNDARIES BETWEEN INTERIOR UNITS
  -  O.P.P.D. EASEMENT.

I, the undersigned, hereby certify that the within plot plan of Cimarron I, a condominium regime established in Douglas County, Nebraska was made in conformance with the requirements of Section 76 - 845 R.R.S. Nebraska.

*Lance M. Reeder*  
 Lance M. Reeder  
 Registration No. A 763

Dated: May 29, 1984

