

MASTER DEED CREATING ESSEX COURT CONDOMINIUM PROPERTY REGIME

THIS MASTER DEED made this 13 day of MARCH 1974 by MAENNER CC. and HAWKINS CONSTRUCTION COMPANY, Nebraska corporations. (herein called Developers), for themselves, their successors, grantees and assigns,

WITNESSETH:

1. DECLARATION OF PURPOSE. The purpose of this Master Deed is to declare the desire of the Developers 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 76-801 through 76-823, R.R.S. 1943 (herein called Condominium Act), and the name by which this condominium is to be identified is ESSEX COURT CONDOMINIUM PROPERTY REGIME.

2. DESCRIPTION OF LAND. The lands owned by the Developers which are hereby submitted to the condominium regime are described as follows:

Part of Lot 162, Regency 2nd Addition, a subdivision in Section 21, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the southeasterly corner of Lot 162C Regency Lake Replat, a subdivision in said Section 21, said southeasterly corner formerly being the southeasterly corner of said Lot 162; thence N00°01'00"W a distance of 871.26 feet; thence S89°59'00"W a distance of 239.83 feet to the point of beginning; thence N74°44'11"W a distance of 221.76 feet to a point on the easterly right-of-way of Interstate Highway 68 (I-680); thence northeasterly along said easterly right-of-way of I-680 on a curve to the left, said curve having a radius of 2084.90 feet, a long chord of 224.44 feet bearing N8°15'56"E, and an arc length of 224.54 feet; to a point of tangency; thence N5°37'03"E along said easterly right-of-way of I-680 a distance of 187.89 feet; thence S74°44'11"E a distance of 280.58 feet; thence S15°15'49"W a distance of 156.00 feet to a point on the right-of-way of Essex Court; thence N74°44'11"W along said right-of-way of Essex Court a distance of 50.00 feet; thence S15°15'49"W along said right-of-way of Essex Court a distance of 100.00 feet, thence S74°44'11"E along said right-of-way of Essex Court a distance of 50.00 feet; thence S15°15'49"W a distance of 152.00 feet to the point of beginning, and containing 2.21 acres more or less.

(The above description is based on the southerly line of said Lot 162C having an assumed bearing of S89°59'00"W.)

3. DEFINITIONS. The definitions set forth in Section 76-802, R.R.S. 1943 shall govern this Master Deed and the attached plans and By-Laws.

4. DESCRIPTION OF BUILDING. The condominium improvements consist of two inter-dependent buildings surrounding a terraced and landscaped courtyard. The larger building, known as "B" Building, is on the north side of the courtyard and contains 22,414 net square feet on two floors. The "A" Building, on the southern side of the courtyard, contains 14,256 net square feet, also on two floors. The buildings will have an all steel structural frame with brick and block walls, and concrete "T's" will be used

as the flooring system. The building will be fully heated and air conditioned from one central mechanical facility using a forced air system, all serviced by the Regency Central Energy Plant.

5. USE AS OFFICE BUILDING. The building is intended to be used as an office building. Each apartment owner, his heirs, successors and assigns, covenants he will not use, cause or permit the apartment to be used other than as provided in this Master Deed, nor will he use, cause or permit the apartment to be subdivided, changed or altered without first having obtained the approval of the Board of Administrators of Essex Court Condominium Association. However, the Developers reserve the right, for themselves and any such grantee as they may specify, the right, so long as they or their grantees so specified are the owners of any unsold apartment units, to change the size, apartment designation, basic value and percentage interest in expenses and rights in common elements with respect to the area occupied by any such unsold apartment units. Any such change shall leave unaltered the apartment designation, basic value and percentage interest of any apartment previously sold by the Developers or their grantees specifically authorized to make the changes specified in this paragraph. If any apartment shall be subdivided the basic value and percentage each sub-apartment shall share in the expenses and rights in the common elements shall be calculated on the percentage of the area occupied by the sub-apartment bears to the area of the whole apartment before it is subdivided.

6. SITE AND FLOOR PLANS. The apartment designation of each unit, its location, dimensions, approximate area and common elements to which it has immediate access, and other data concerning its proper identification are set forth in the site and floor plans marked Exhibit "A" and annexed hereto and made a part hereof. Each apartment is bounded both as to horizontal and vertical boundaries by the interior surface of its perimeter walls, ceilings and floors which are shown on such plans, subject to such encroachments as are contained in the building, whether the same now exists or may be caused or created by construction, settlement or movement of the buildings or by permissible repairs, construction or alteration.

7. GENERAL AND LIMITED COMMON ELEMENTS. The general common elements consist of all parts of the condominium property other than the office apartment. The general common elements include the following:

(a) Land, surface parking and driveway areas, roofs, stairs, stairways, courts, terraces, landscaping, basement mechanical and storage areas, exterior walls including exits and interior walls except those partition walls wholly within a unit. Although all surface parking areas are considered general common elements, each apartment shall be entitled to the exclusive or shared use of the parking stalls as the Board of Administrators of the condominium association may designate.

(b) The foundations and structural members, including columns, girders, beams and supports.

(c) Elevators, motors, pumps, tanks, boilers, equipment, apparatus and all other central and appurtenant installations, including all pipes, ducts, shafts, wires and cables used in connection therewith, required to provide power, light, telephone, gas, water, heat, and other service.

(d) Easements for access, maintenance, repair, reconstruction or replacement of the foregoing structural members, equipment, installations and appurtenances, and for all other services necessary or convenient to the existence, maintenance, safety and use of the property. Easements referred to in this subparagraph include, but are not limited to, the use of pipes, ducts, cables, wires, conduits and public utility lines for the benefit

of one or several apartment units though located in other apartment units as well as the right of access thereto for the purpose of convenient repair inspection, replacement and maintenance.

The limited common elements, consisting of the covered garages and storage areas and located on the same level and to the north of Apartment No. B1-1, are reserved for the use of Apartment B1-1 to the exclusion of the other apartments.

8. TOTAL VALUE, APARTMENT DESIGNATIONS, BASIC VALUES AND PERCENTAGE INTEREST IN EXPENSES AND COMMON ELEMENTS.

The total value of the entire condominium regime is \$36,670.00 and the basic value of each apartment together with the percentage which each apartment shall share in the expenses of and the rights in the common elements are as follows:

| <u>Apartment No.</u> | <u>Basic Value</u> | <u>Percentage Interest</u> |
|----------------------|--------------------|----------------------------|
| A1-1 | \$ 1,141 | 3.1115 |
| A1-2 | 5,486 | 14.9605 |
| A2-1 | 2,044 | 5.5740 |
| A2-2 | 5,585 | 15.2304 |
| B1-1 | 10,487 | 28.5983 |
| B2-1 | 11,927 | 32.5253 |
| | \$36,670 | 100.0000 |

9. COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS. 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 co-owner through foreclosure, enforcement of any lien or otherwise:

(a) Essex Court Condominium Association, a Nebraska non-profit corporation, has been incorporated to provide a vehicle for the management of the condominium. Each co-owner shall automatically be deemed a member of said Association. The By-Laws of said Association are also the By-Laws of this condominium and are annexed hereto and marked Exhibit "B".

(b) The common elements are for the use and enjoyment of all co-owners. The ownership of the common elements shall remain undivided, and no person or co-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 co-owners and users shall be bound thereby. The Association shall have the sole jurisdiction over and responsibility for making alterations, improvements, repairs and maintenance of the common elements. The share of a co-owner in the common elements is appurtenant to his apartment and inseparable from apartment ownership. Assessments against co-owners for insurance, common element expenses and reserves and for other expenses incurred by the Association shall be made pursuant to the By-Laws. Assessments paid within ten 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 rate from due date until paid. If any co-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 co-owner's

interest in his apartment and in the property, and upon the recording of such lien by the Association in the Register of Deeds of Douglas County, Nebraska, 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 apartment.

(c) Each co-owner shall be responsible:

1. To maintain, repair and replace at his expense all portions of his apartment 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 apartment building; unless approved by the Board of Administrators in writing.

3. To promptly report to the Board of Administrators any defect or need for repairs which are the responsibility of the Association.

(d) No apartment may be subdivided into a smaller unit nor any portion thereof sold or transferred without first having obtained the approval of the Board of Administrators. However, the Developers or their specified grantees may make such changes as are permitted in paragraph 5.

(e) No practice or use shall be permitted on the Condominium property or in any apartment which shall be an annoyance to other owners or occupants of the area or which shall interfere with their peaceful and safe use and enjoyment of their property. All portions of the property and of the apartment shall be kept clean and sanitary and no use thereof shall be made which constitutes a violation of any laws, zoning ordinances, governmental regulations or regulations of the Essex Court Condominium Association and Regency Office Park Association.

(f) No apartment owner, other than Developers or their grantees specifically authorized by them, may sell or lease his apartment or any interest therein without the prior written approval of the Board of Administrators. This provision shall not affect transfer by death but any person inheriting such apartment shall be subject to these restrictions on subsequent transfer. An owner intending to make a sale or lease of his apartment shall give the Board of Administrators written notice thereof together with the name, and a current address and credit report of the purchaser or lessee and the terms and price of such sale or lease, together with a copy of the proposed purchase agreement or lease. Within five days after receipt of such notice, the Board of Administrators shall by written notice to the owner either approve such purchase or lease or elect to either purchase the property for said price or terms or lease the property or furnish a substitute tenant for the property on the terms and for the price contained in said lease. Failure of the Board of Administrators to act within the five-day period shall be deemed an approval of the sale or lease, but only to the party thus identified and disclosed to the Board of Administrators. The above provisions regarding approval of transfers shall not apply to acquisition of ownership

through foreclosure of a mortgage upon an apartment.

(g) This condominium regime may be terminated or waived by written agreement of apartment owners representing three-fourths or more of the total basic value of the condominium 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 petition of any apartment owner, but if co-owners representing three-fourths of the total basic value of the condominium agree in writing to sell or otherwise dispose of the condominium property, then all apartment owners shall be bound to execute such deeds or other documents reasonably necessary to effect such sale or disposition when and as required by the Board of Administrators of the Association. In such case, any pending partition action shall be dismissed in order to permit completion of such sale or disposition.

(h) The Board of Administrators shall, if any question arises, determine the purpose for which a common element is intended to be used. They shall have the right to promulgate rules and regulations limiting the use of the common elements to unit owners, their patients, clients, guests, invitees and employees as well as to provide for the exclusive use by a unit owner and his guests for special occasions of any facility. Such use may be conditioned, among other things, upon the payment by the unit owner seeking such use, of such assessment as may be established by the Board of Administrators for the purpose of defraying the costs thereof. The Board of Administrators shall have the right to fix a reasonable rent or charge for the use of the parking areas.

(i) All notices required hereby shall be in writing and sent by certified or registered mail with return receipt requested,

1. To an 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.

10. 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 or this Master Deed and, in such event, all other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

11. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

EXECUTED the date first above written.

MAENNER CO.

Attest:

[Signature]

By:

[Signature]
President

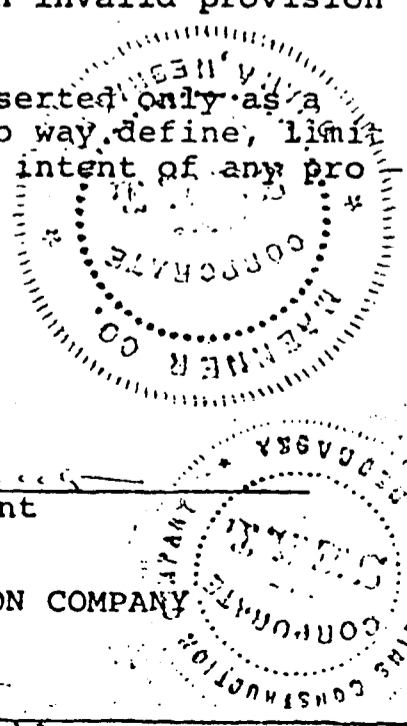
HAWKINS CONSTRUCTION COMPANY

Attest:

[Signature]

By:

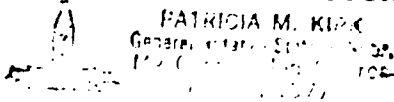
[Signature]
Vice-President



STATE OF NEBRASKA)
)SS.
COUNTY OF DOUGLAS)

On the date first above written, before me, the undersigned, a Notary Public in and for said County, personally came to me personally known to be the President and the identical person whose name is affixed to the foregoing Master Deed, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Corporation, and that the Corporate Seal of the said Corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County on the date first above written.



Patricia M. Kirk

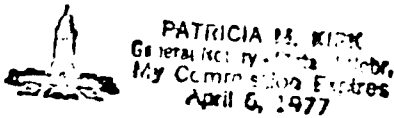
Notary Public

STATE OF NEBRASKA)
)SS.
COUNTY OF DOUGLAS)

On the date first above written, before me, the undersigned, a Notary Public in and for said County, personally came

Robert A. Bloechle
to me personally known to be the President and the identical person whose name is affixed to the foregoing Master Deed, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Corporation, and that the Corporate Seal of the said Corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County on the date first above written.



Patricia M. Kirk

Notary Public



MAENNER OFFICE BUILDINGS

ESSEX COURT

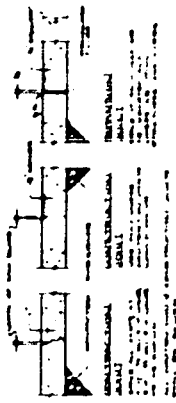
OMAHA NEBRASKA

SCHEDULE OF DRAWINGS

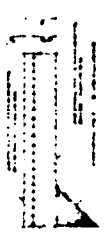
- CC-0 TITLE SHEET
- C-1 SITE LAYOUT PLAN AND DETAILS
- C-2 SITE GRADING PLAN
- A-1 LOWER LEVEL FLOOR PLAN AND DETAILS
- A-2 UPPER LEVEL FLOOR PLAN AND SCHEDULES
- A-3 ROOF PLAN AND COURT DETAILS
- A-4 ELEVATIONS
- A-5 ELEVATIONS - CROSS SECTIONS AND DETAILS
- A-6 WALL SECTIONS
- A-7 WALL SECTIONS
- A-8 WINDOW AND DOOR FRAMES
- A-9 WINDOW AND DOOR DETAILS
- A-10 LOWER LEVEL REFLECTED CEILING PLAN
- A-11 UPPER LEVEL REFLECTED CEILING PLAN
- S-1 FOUNDATION PLAN
- S-2 UPPER LEVEL FRAMING PLAN
- S-3 ROOF FRAMES PLAN
- S-4 SECTIONS AND DETAILS
- S-5 SECTIONS AND DETAILS
- ME-1 SITE UTILITIES PLAN
- M-1 LOWER LEVEL MECHANICAL PLAN
- M-2 UPPER LEVEL MECHANICAL PLAN
- M-3 SCHEDULES AND DETAILS
- M-4 SCHEDULES AND DETAILS
- E-1 LOWER LEVEL LIGHTING PLAN
- E-2 LOWER LEVEL ELECTRICAL PLAN
- E-3 UPPER LEVEL LIGHTING PLAN
- E-4 UPPER LEVEL ELECTRICAL PLAN
- E-5 SCHEDULES AND DETAILS
- E-6 SCHEDULES AND DETAILS

COMBINED CONTRACT

DANA LARSON ROUBAL AND ASSOCIATES



1 TYPICAL CONCRETE PILLAR
SQUARE COLUMN DETAIL



2 TYPICAL LUMINOUS PAVING



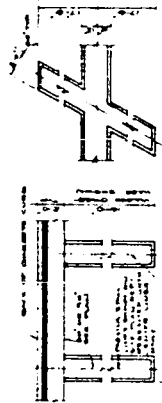
3 TYPICAL COPING GUTTER DETAIL



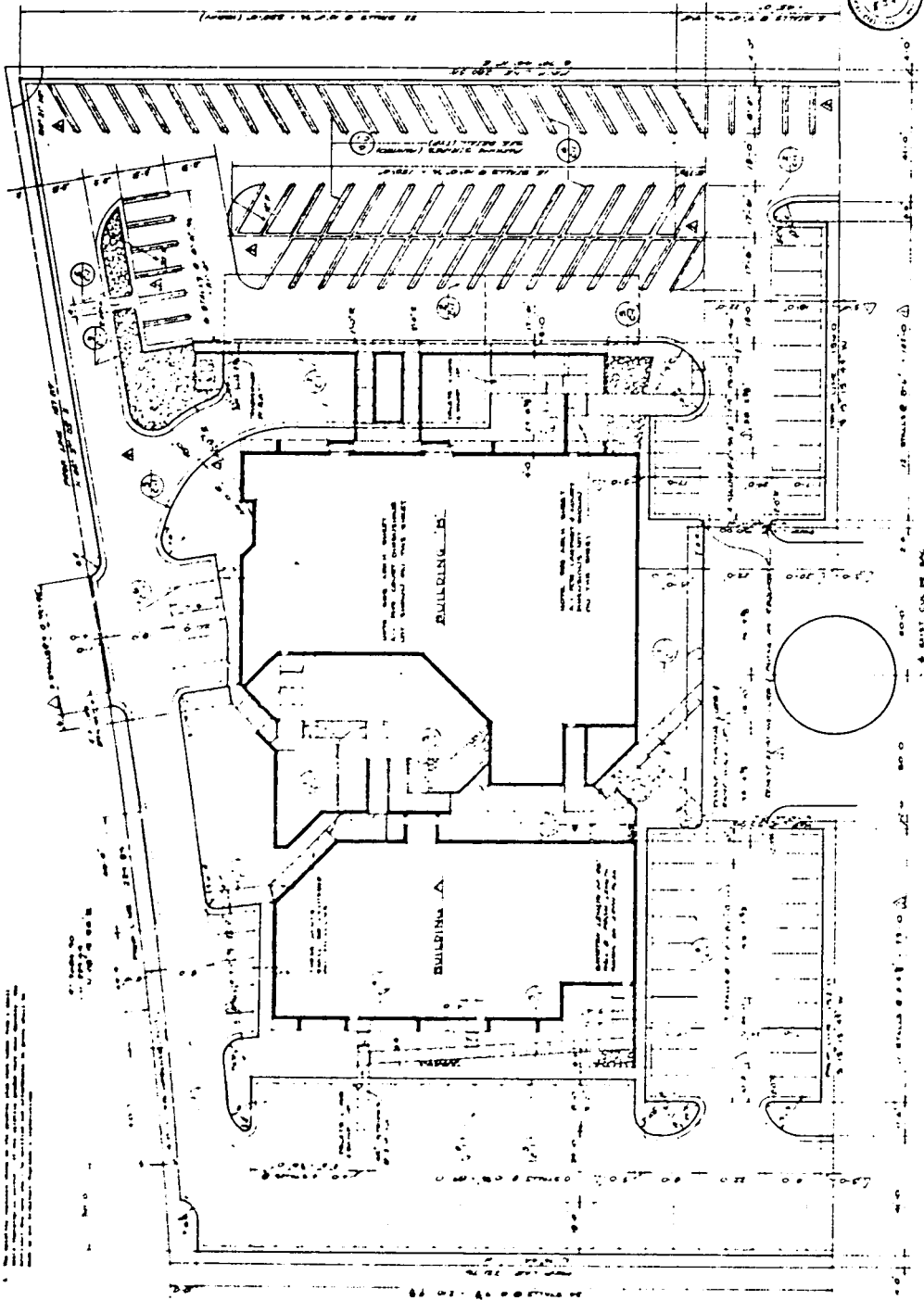
4 DRAIN TUBE AT WALK



5 DRY-LAID STONE BANK DETAIL



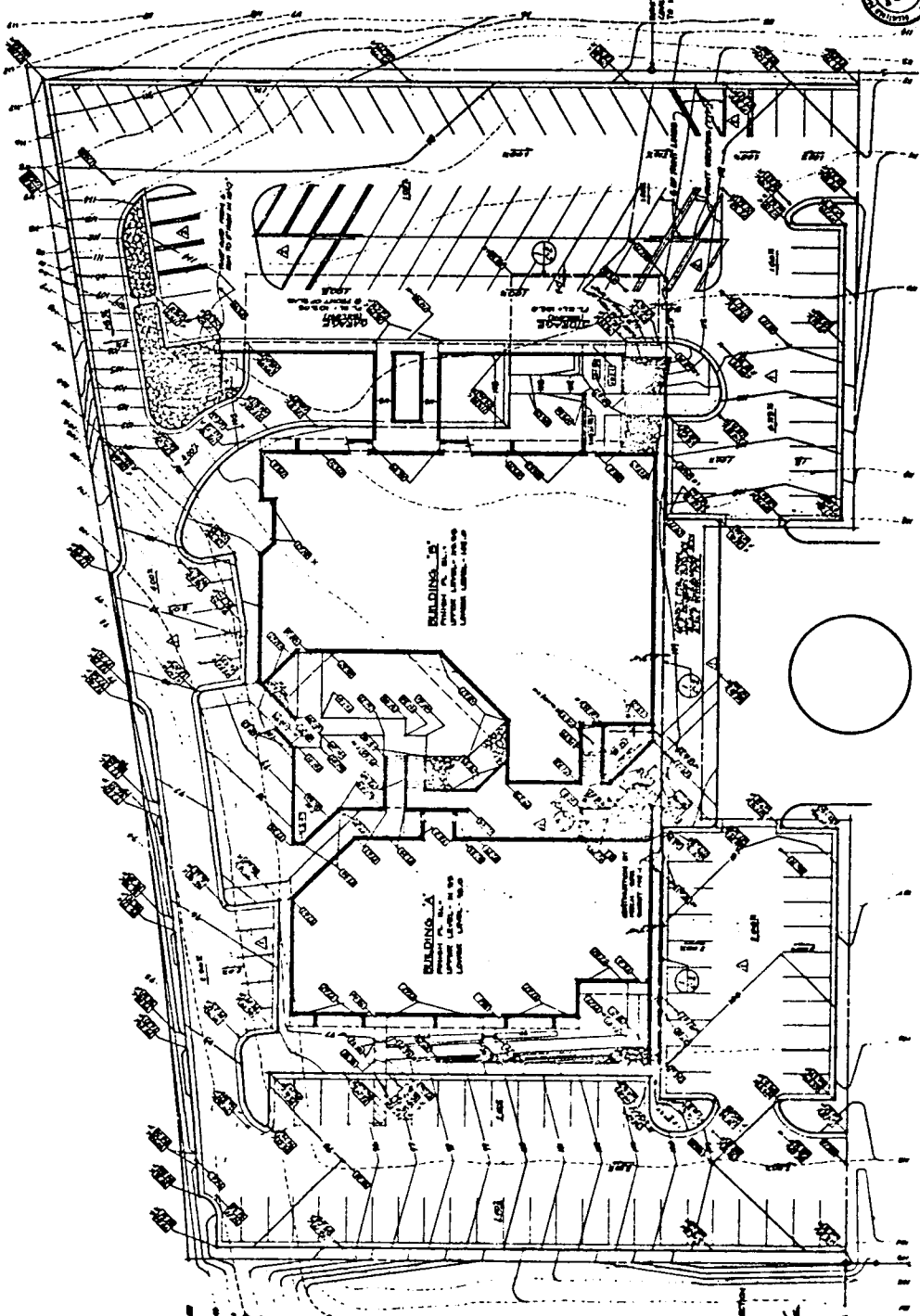
6 PAINT DETAIL - STIPPLE PAINTING DETAIL



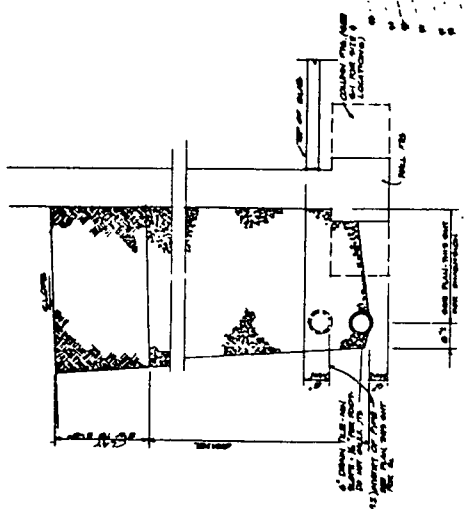
SITE LAYOUT PLAN



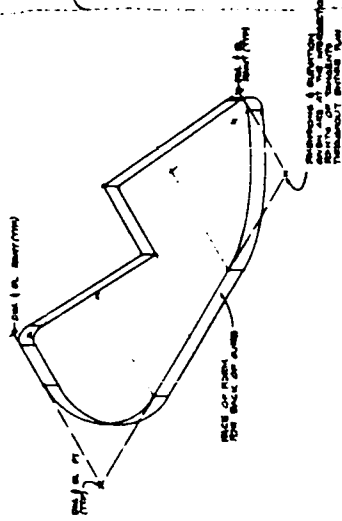
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 SHEET: C-2
 PROJECT: MAERNIER OFFICE BUILDINGS



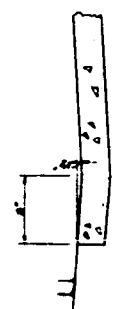
SITE GRADING PLAN
 SCALE 1/8" = 1'-0"



1. DRAINAGE TILE DETAIL
 SCALE 1/2" = 1'-0"

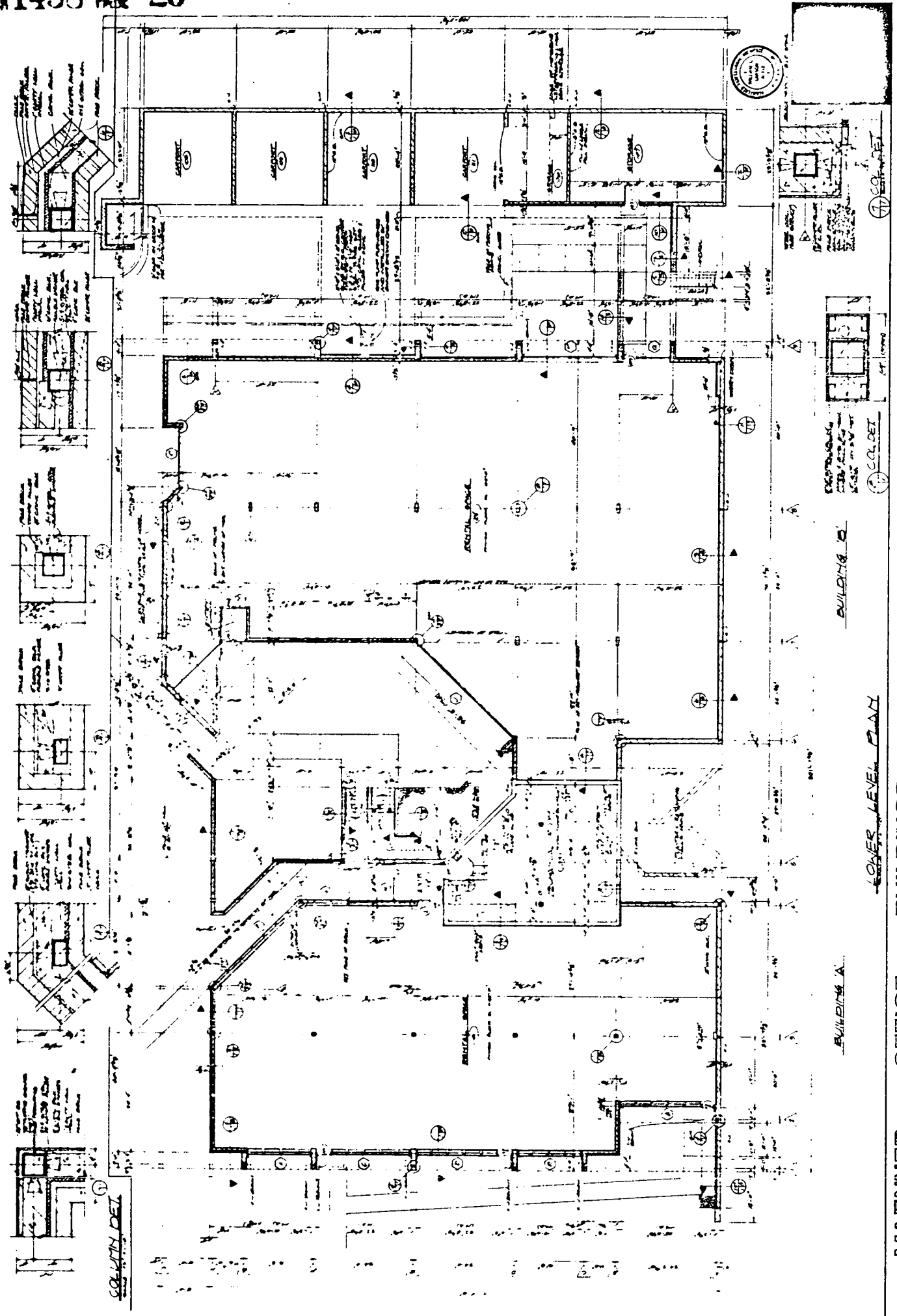


2. FLOOR LAYOUT & DIMENSION ISOMETRIC
 SCALE 1/8" = 1'-0"



3. SIDEWALK EDGE
 SCALE 1/2" = 1'-0"

MAERNIER OFFICE BUILDINGS
 SITE GRADING PLAN



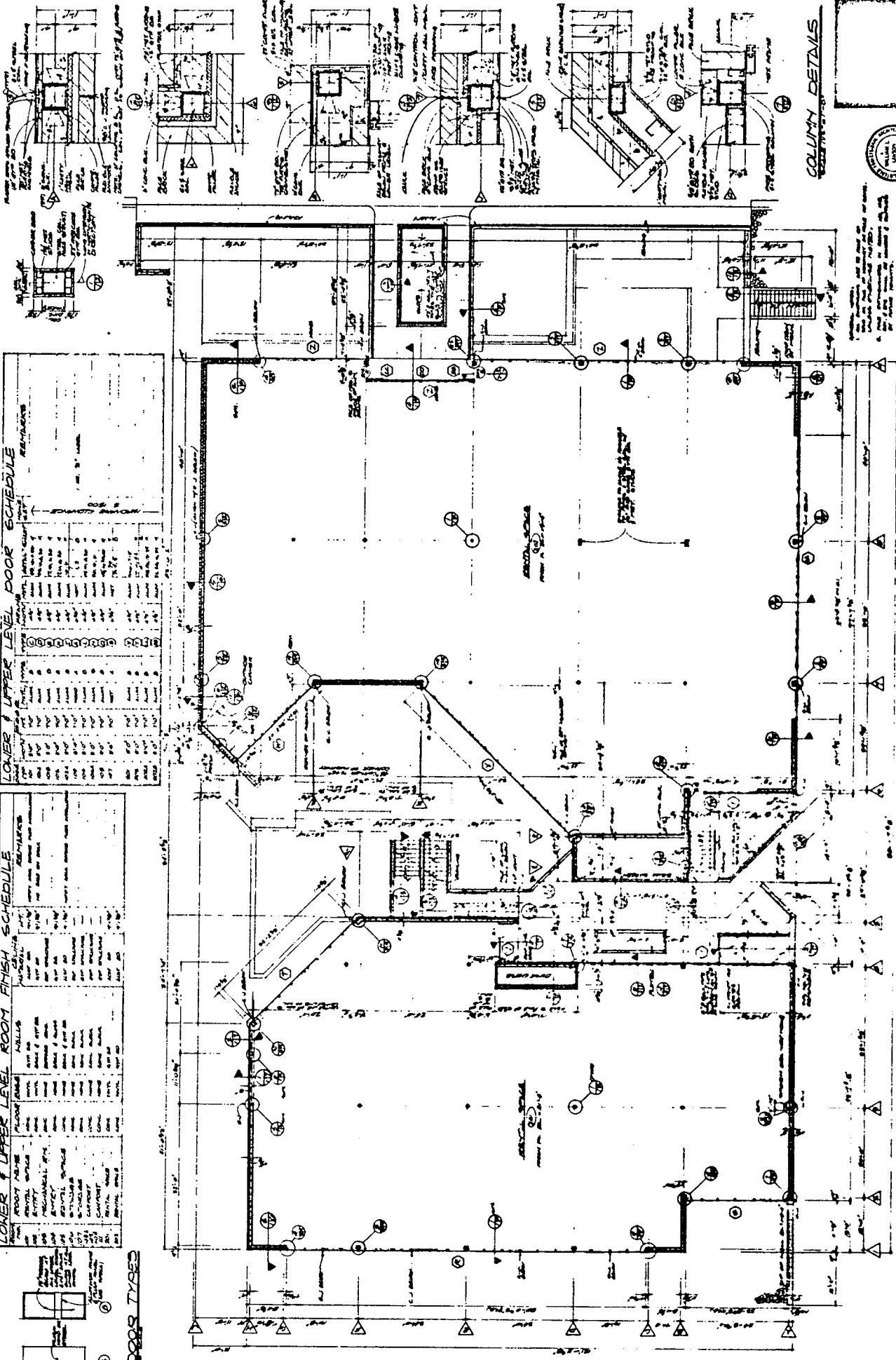
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LOWER LEVEL PLAN AND DETAILS

LOWER LEVEL PLAN

OFFICE BUILDINGS

MAENNER

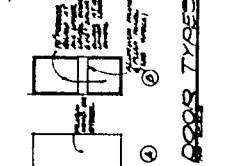


LOWER & UPPER LEVEL DOOR SCHEDULE

| NO. | ROOM | TYPE | FINISH | REMARKS |
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LOWER & UPPER LEVEL ROOM FINISH SCHEDULE

| NO. | ROOM | FLOOR | WALLS | CEILING | REMARKS |
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NOTED: ALL WORK TO BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND SCHEDULES REFERRED TO IN THESE DRAWINGS.

REVISIONS:

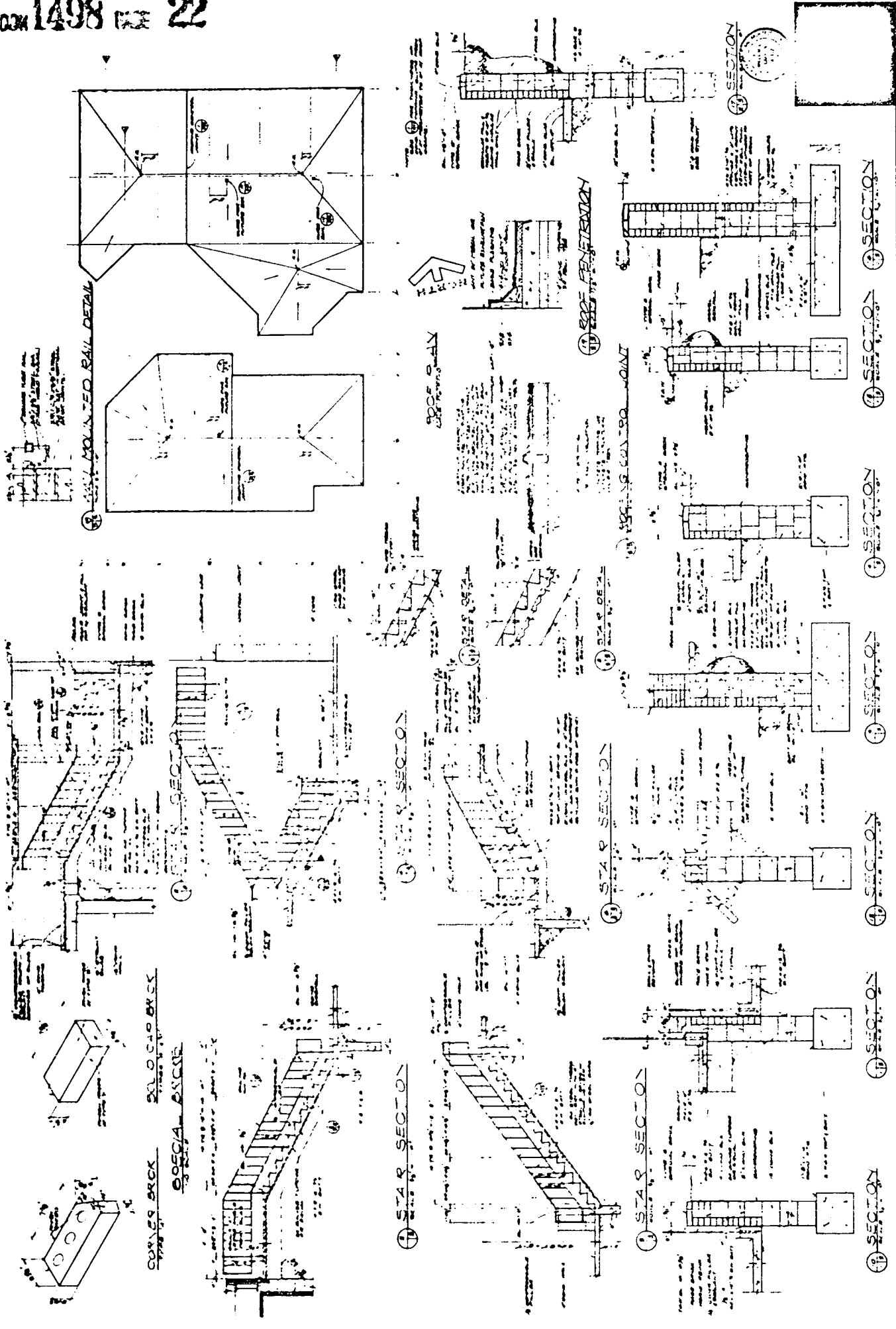
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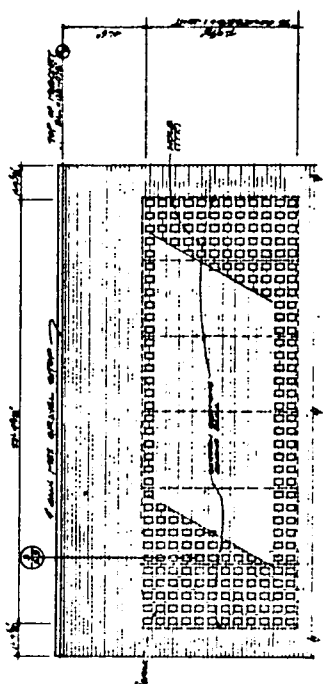
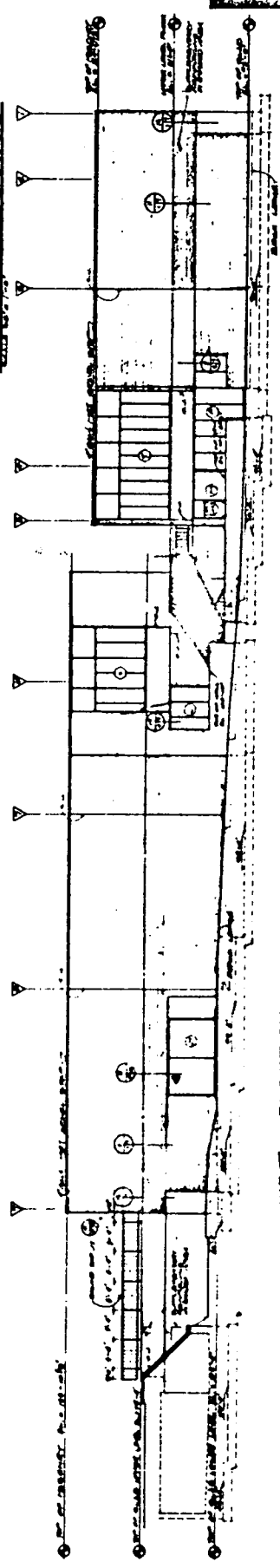
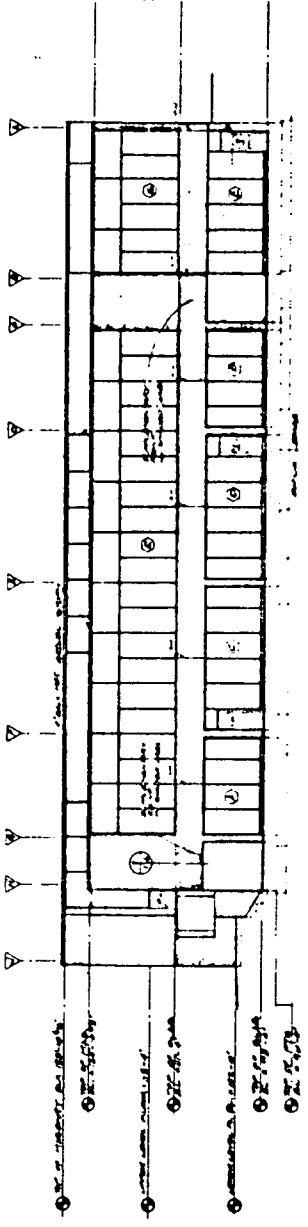
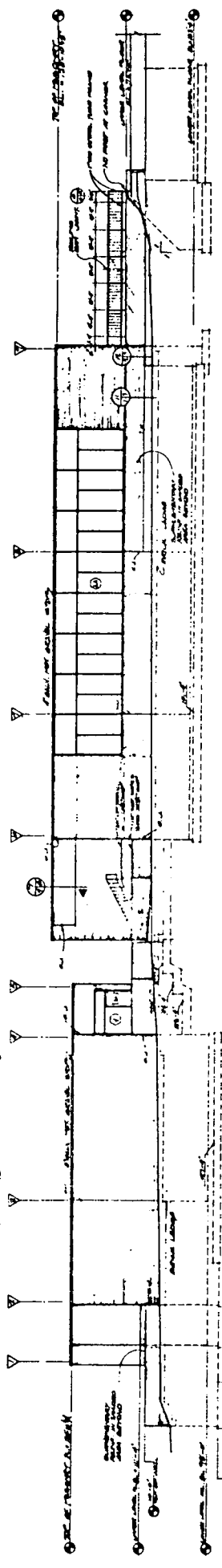
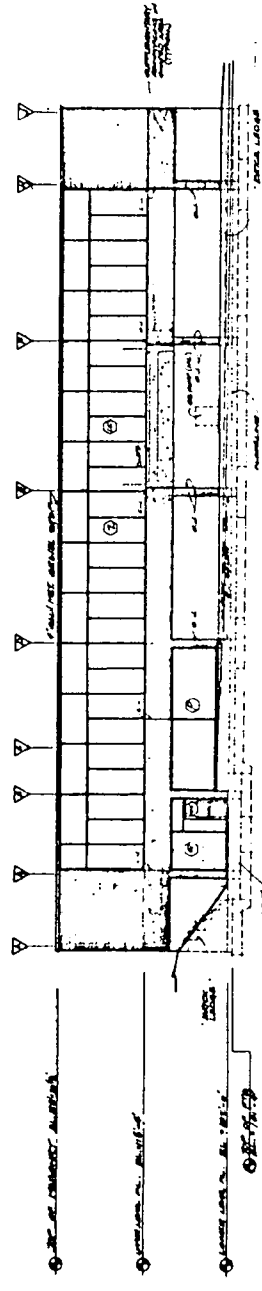
DATE: 1958
BY: [Signature]

UPPER LEVEL FLOOR PLAN AND SCHEDULES

MAINNER OFFICE BUILDINGS

BLOCK A

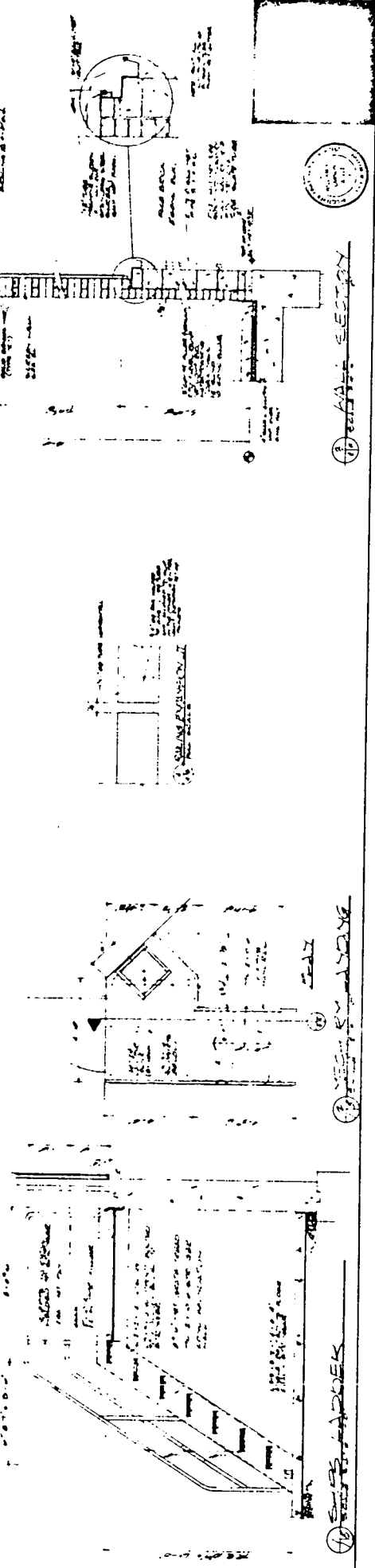
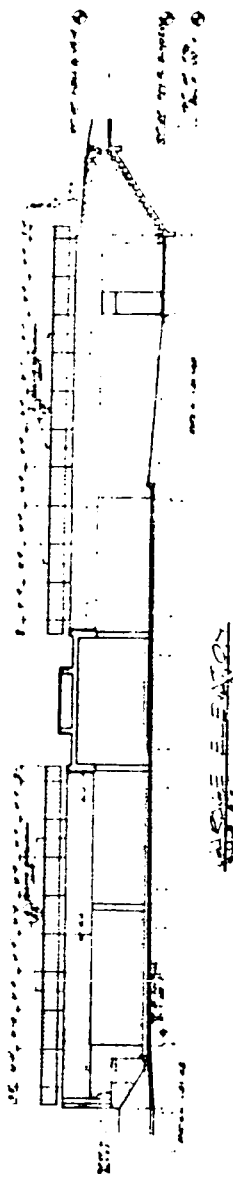
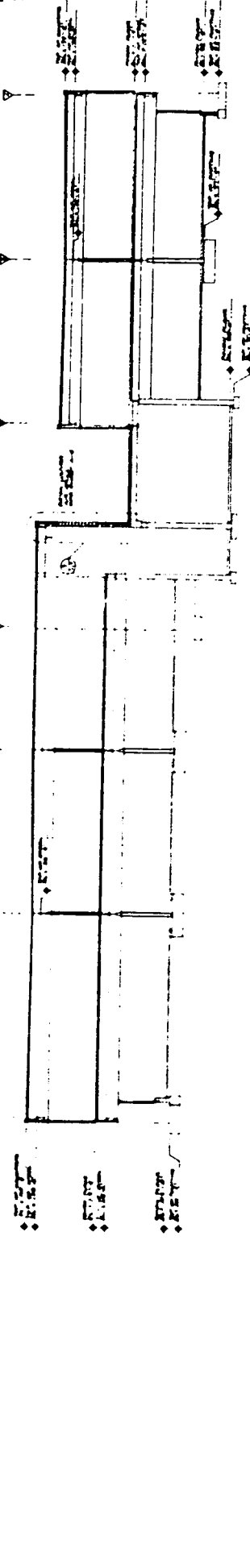
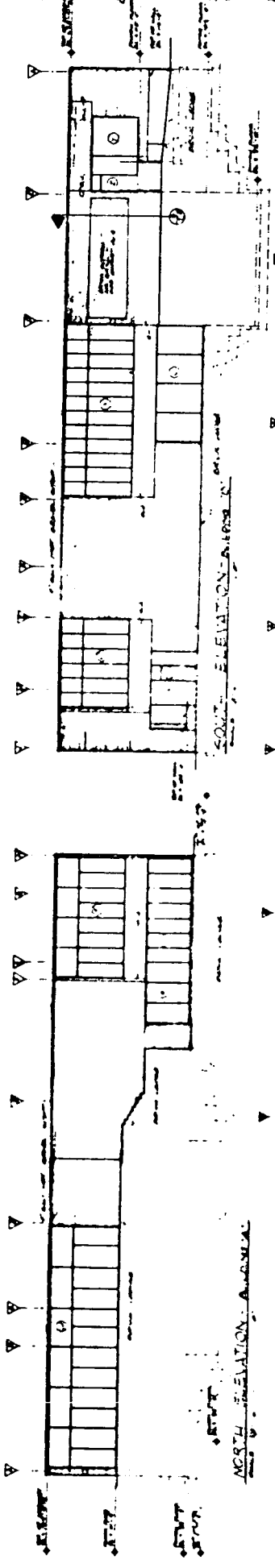


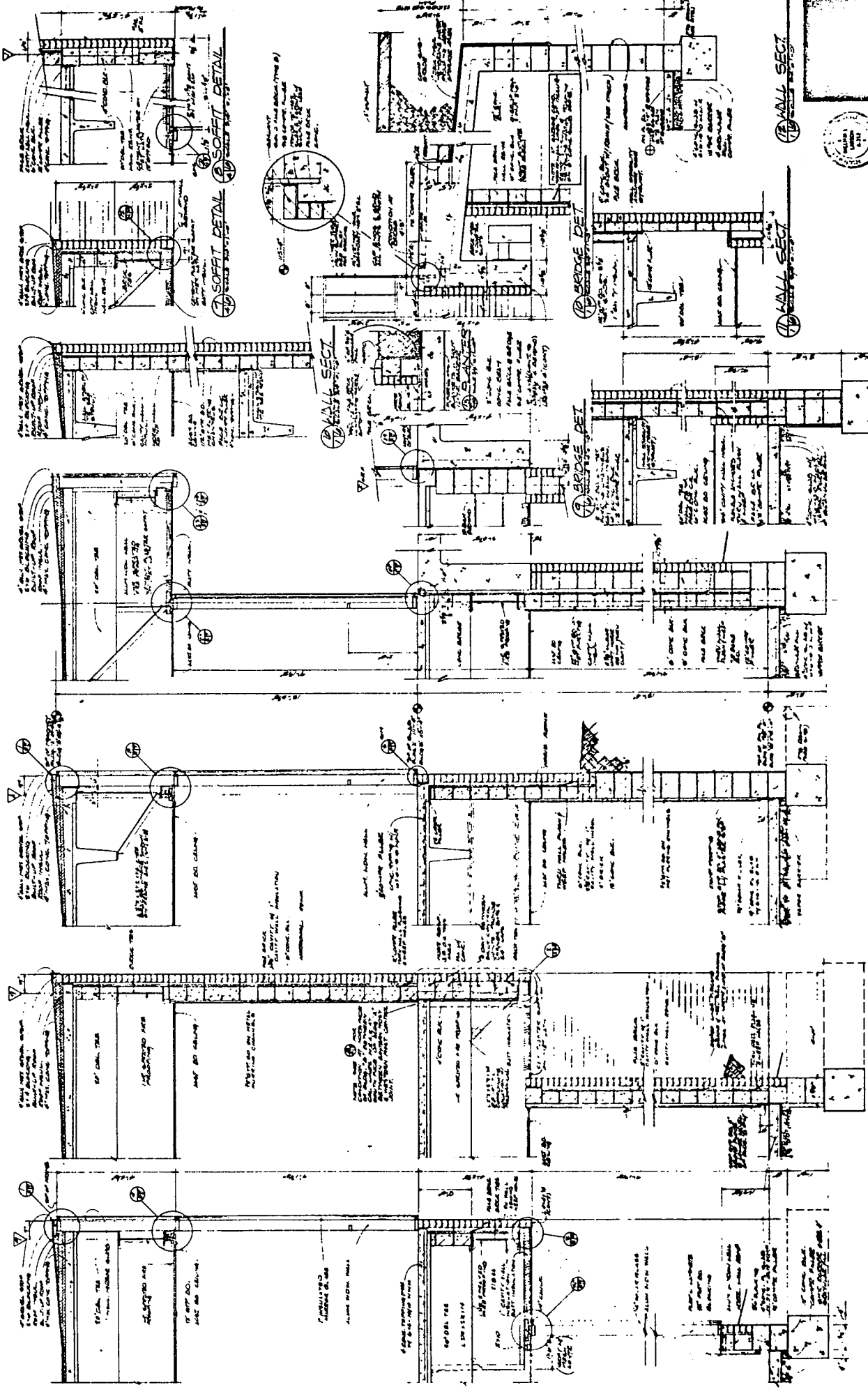


MAINNER OFFICE BUILDINGS

ELEVATIONS

1408





WALL SECTION EAST SIDE

WALL SECTION EAST SIDE

WALL SECTION EAST SIDE

WALL SECTION EAST SIDE

WALL SECTION EAST SIDE

WALL SECTION EAST SIDE

WALL SECTION EAST SIDE

SOFFIT DETAIL

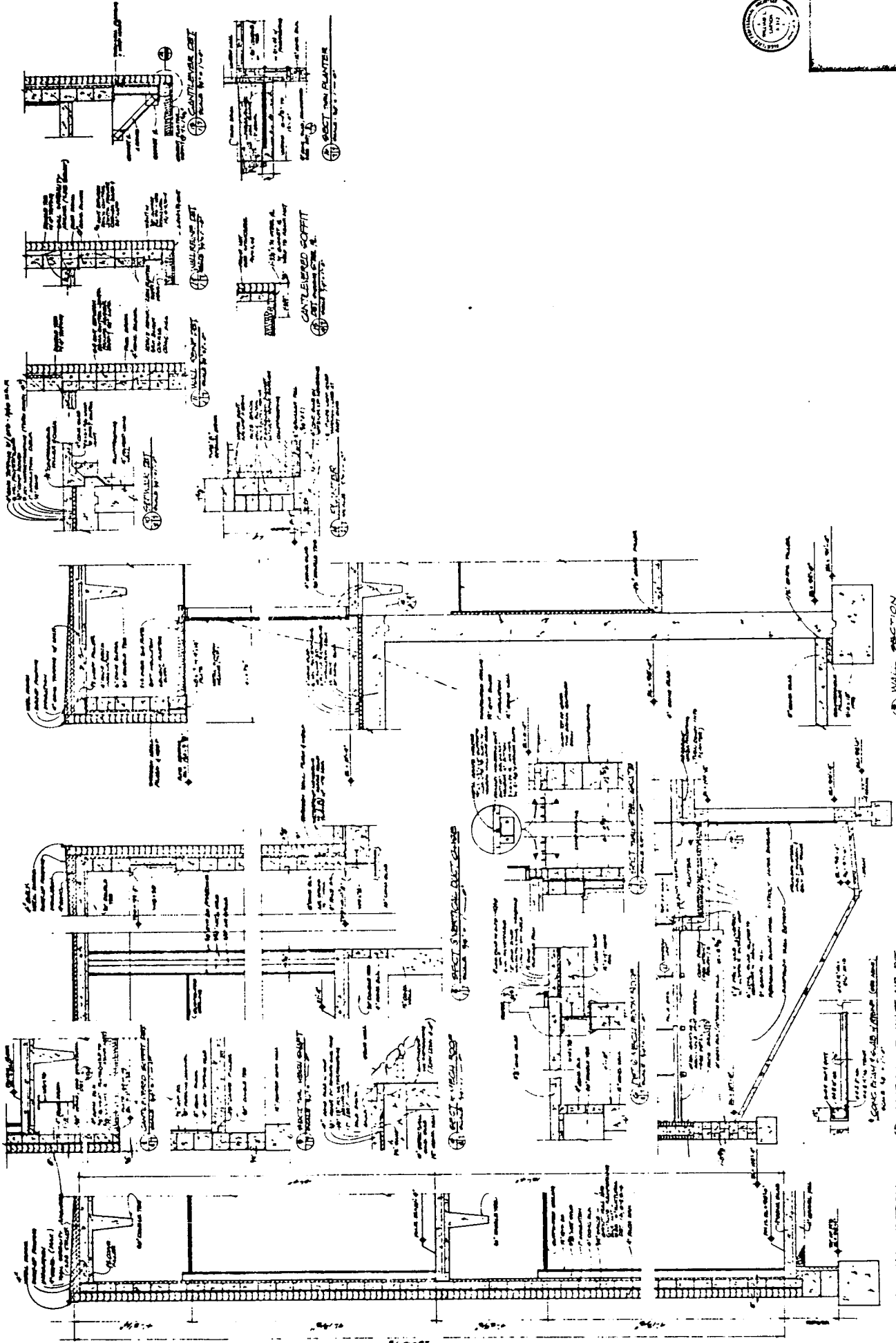
SOFFIT DETAIL

MAENNER OFFICE BUILDINGS

BUILDINGS

WALL SECTIONS AND DETAILS

MAENNER OFFICE BUILDINGS



A - 7

1917

WALL SECTIONS AND DETAILS

BUILDINGS

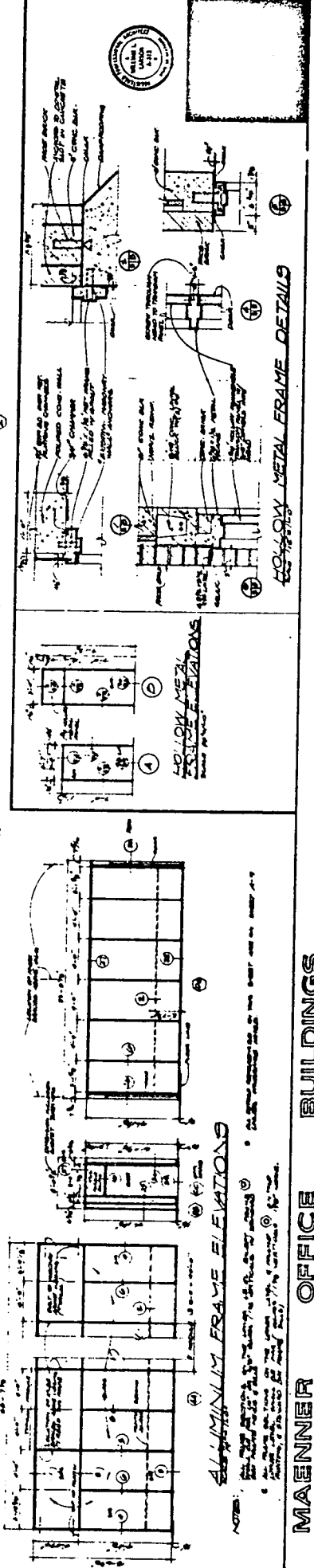
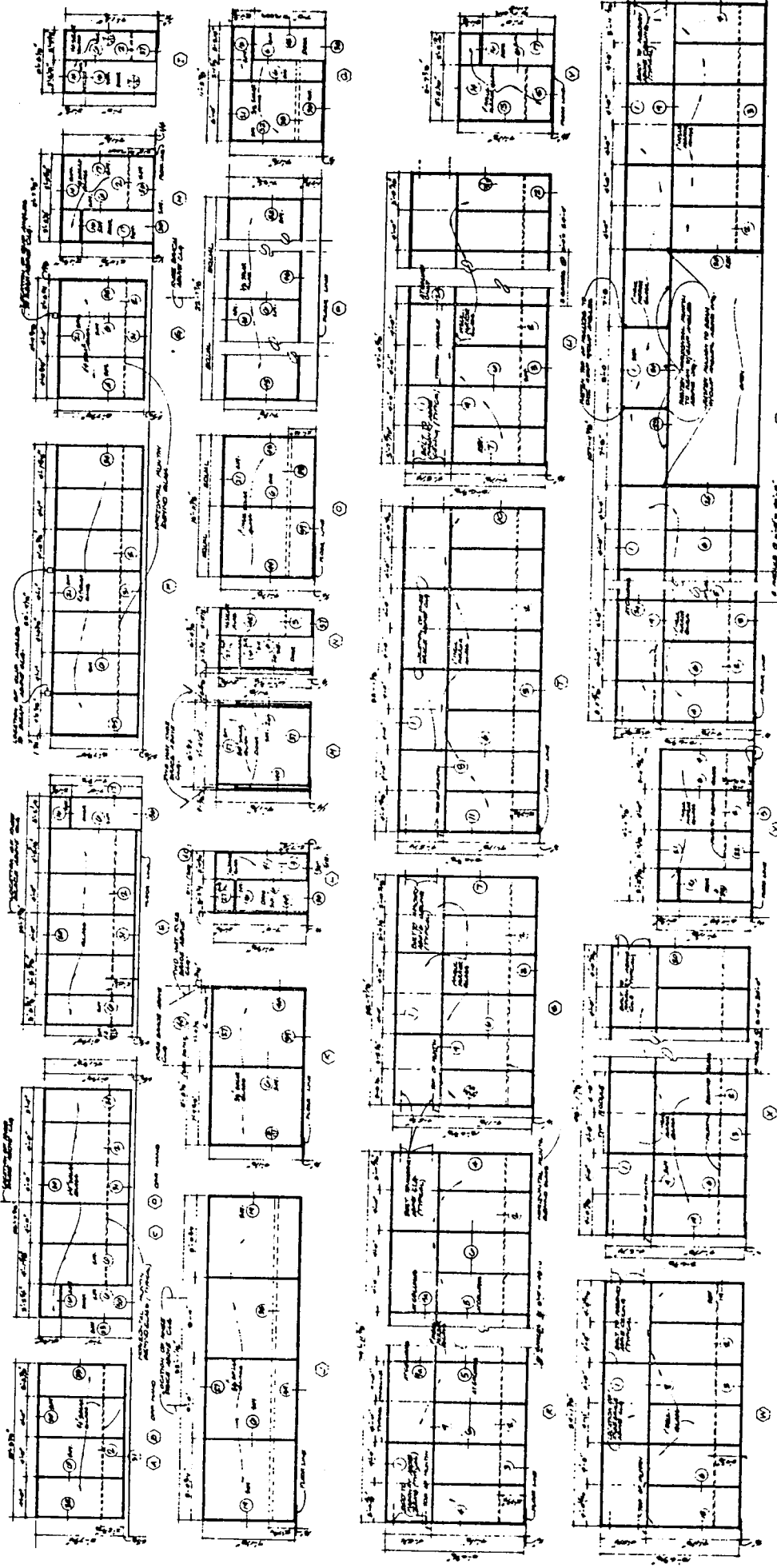
OFFICE

MAENNER

WALL SECTION

SECTION OF EXHAUST AIR PIT

WALL SECTION



ALUMINUM FRAME ELEVATIONS

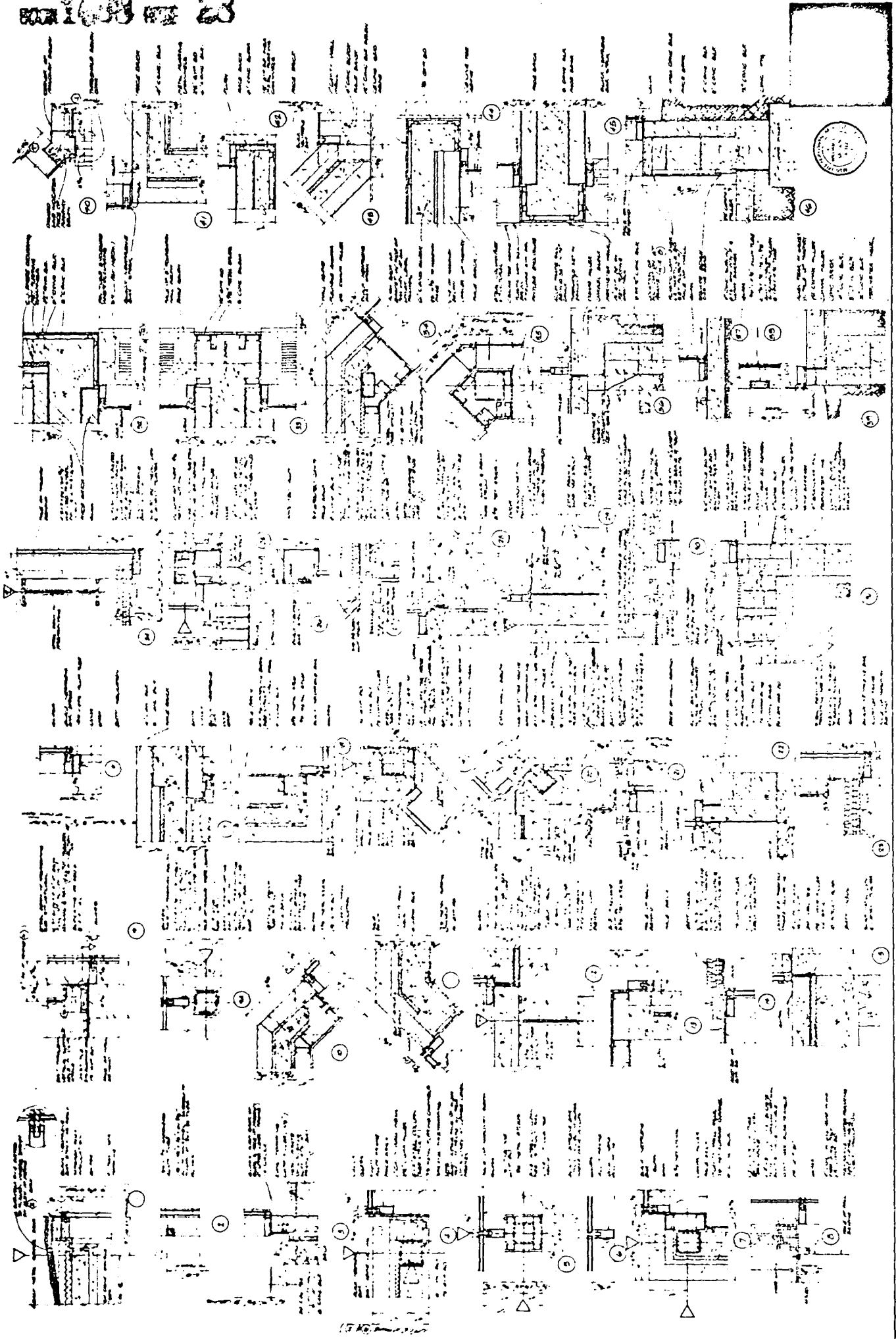
NOTE: SEE SPECIFICATIONS FOR MATERIALS AND FINISHES.
 1. ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED.
 2. ALL SURFACES ARE TO BE FINISHED AS SHOWN.

MAERNER OFFICE BUILDINGS

WINDOW AND DOOR FRAMES

REV. 1-27-57

A-8



11/27 2/27 A-3

WINDOW AND DOOR DETAILS

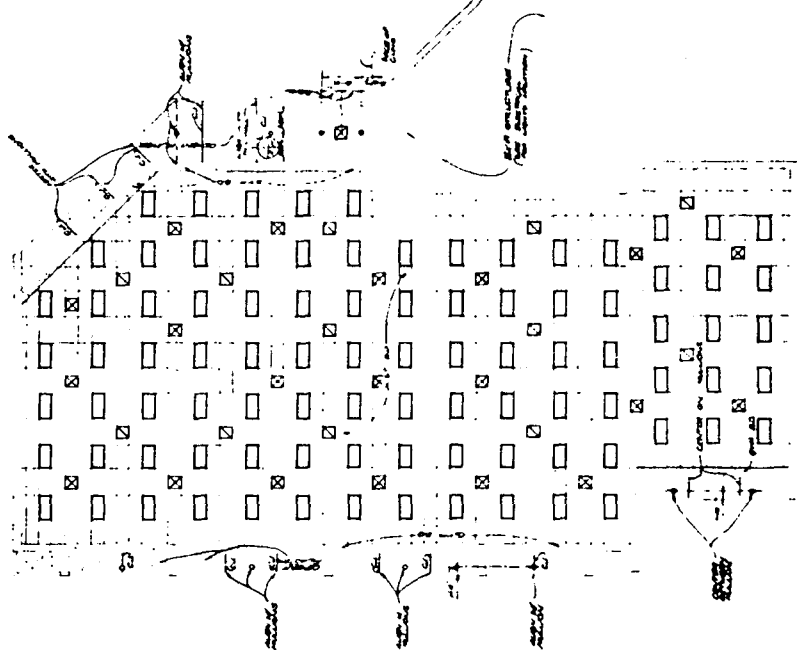
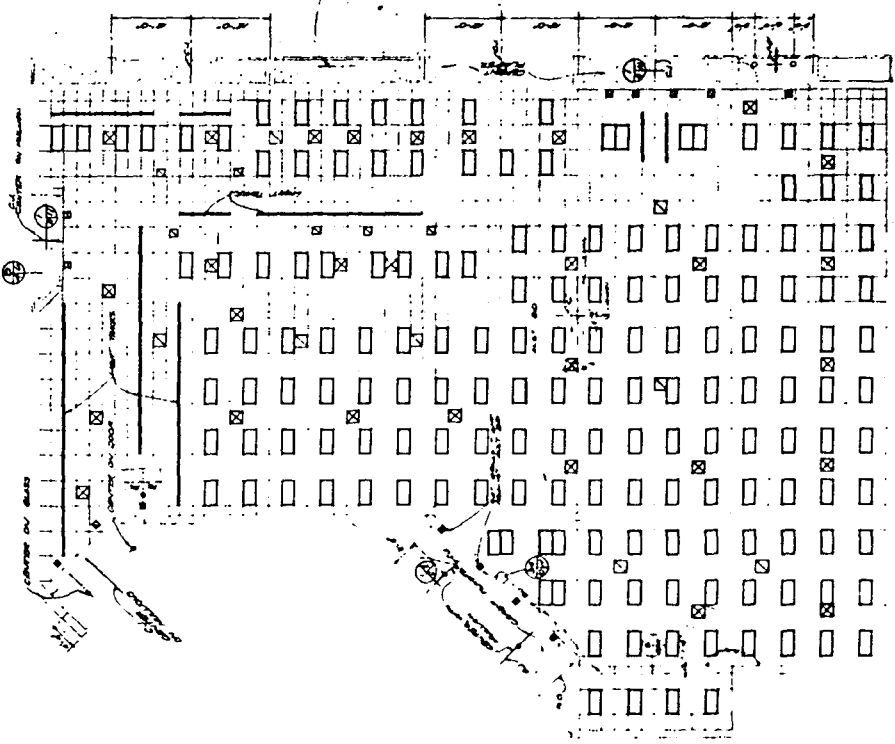
BUILDINGS

OFFICE

MAENNER



NEW YORK CITY A-10



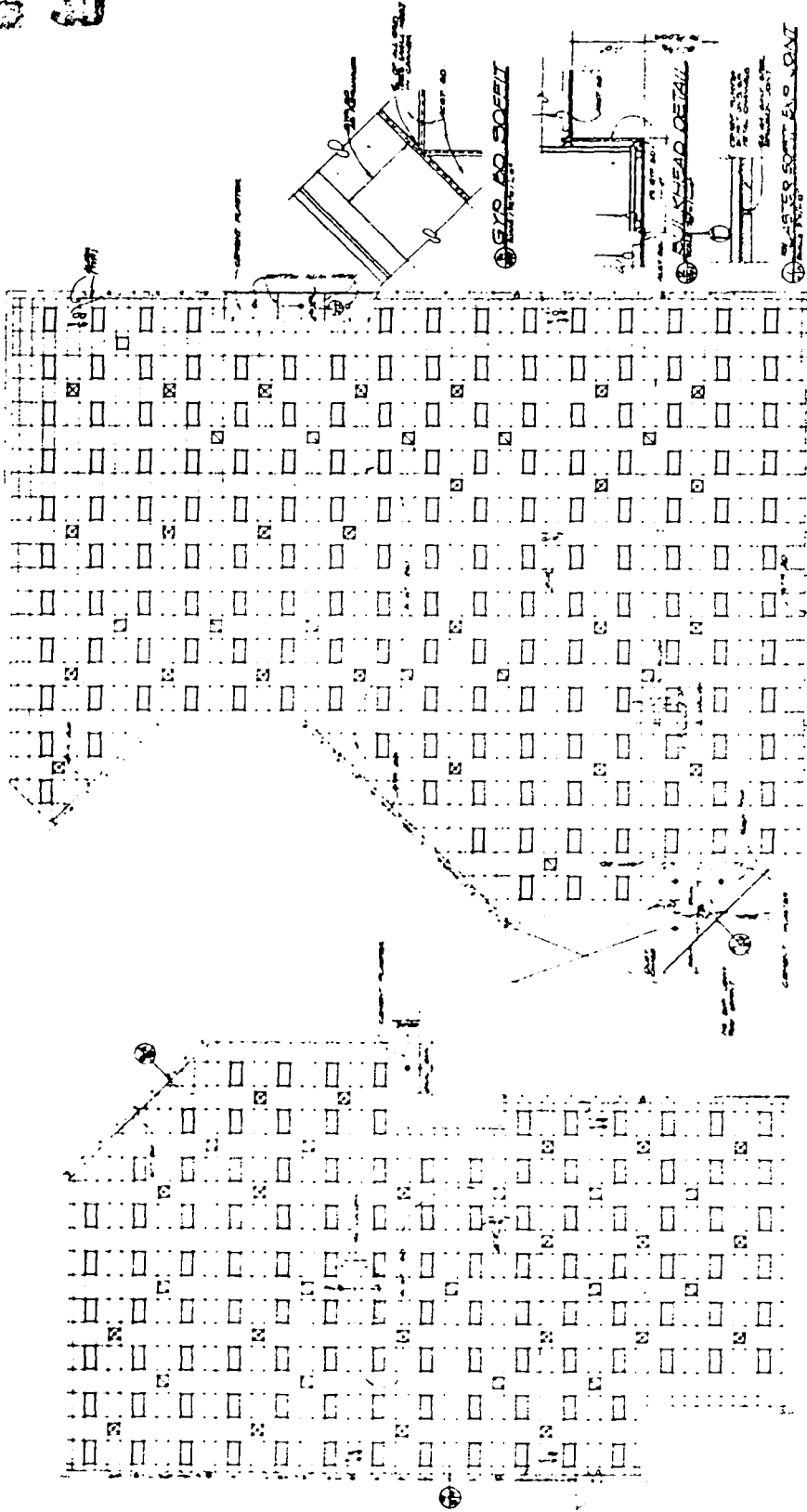
LOOKS-EYE REFLECTED CEILING PLAN

LOWER LEVEL REFLECTED CEILING PLAN

MAENNER OFFICE BUILDINGS

BUILDING B

BUILDING A

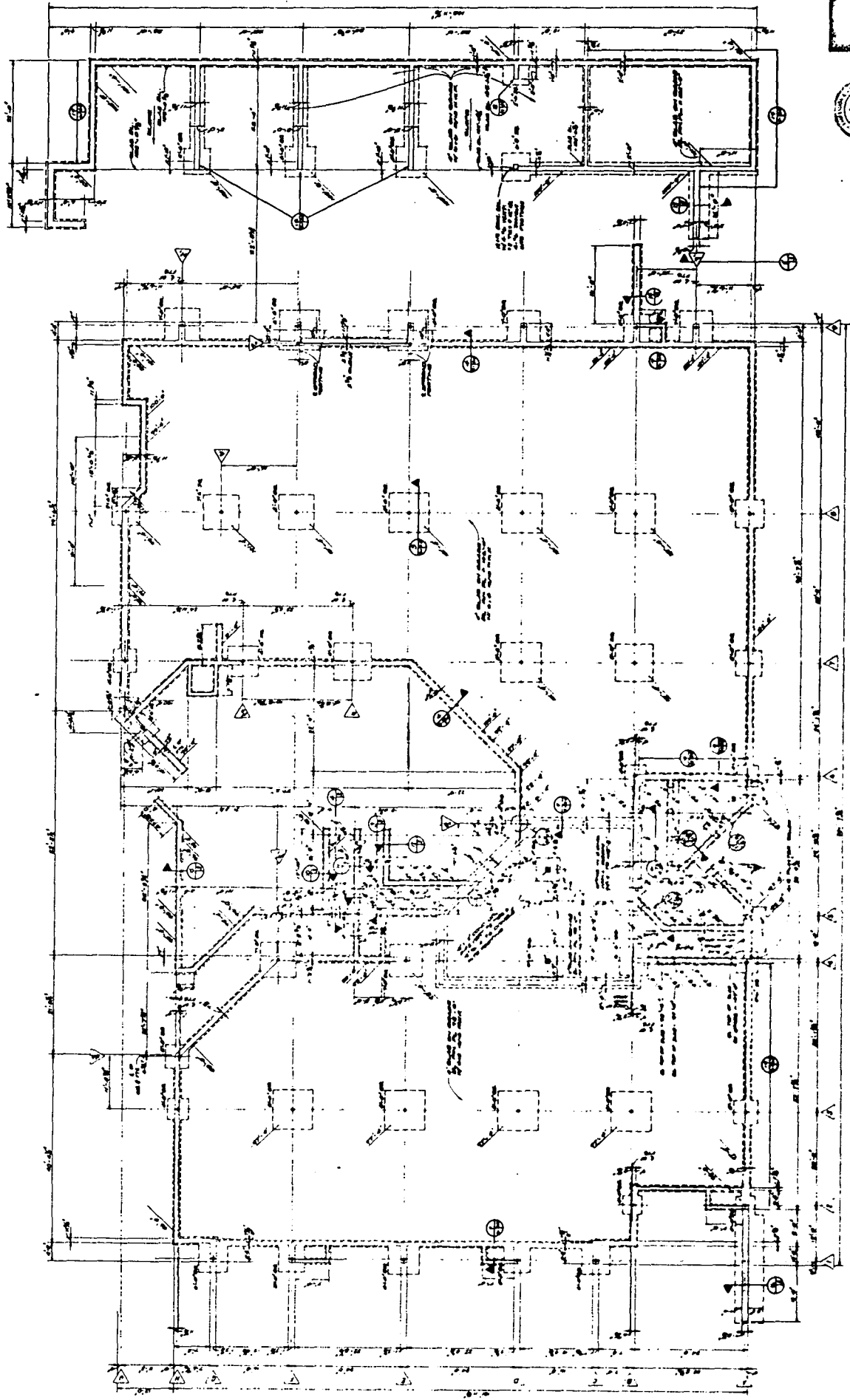


UPPER LEVEL REFLECTED CEILING PLAN

MAENNER OFFICE BUILDINGS

UPPER LEVEL REFLECTED CEILING PLAN

DATE 1957 A-11



FOUNDATION PLAN
 ALL DIMENSIONS IN FEET AND INCHES
 UNLESS OTHERWISE SPECIFIED

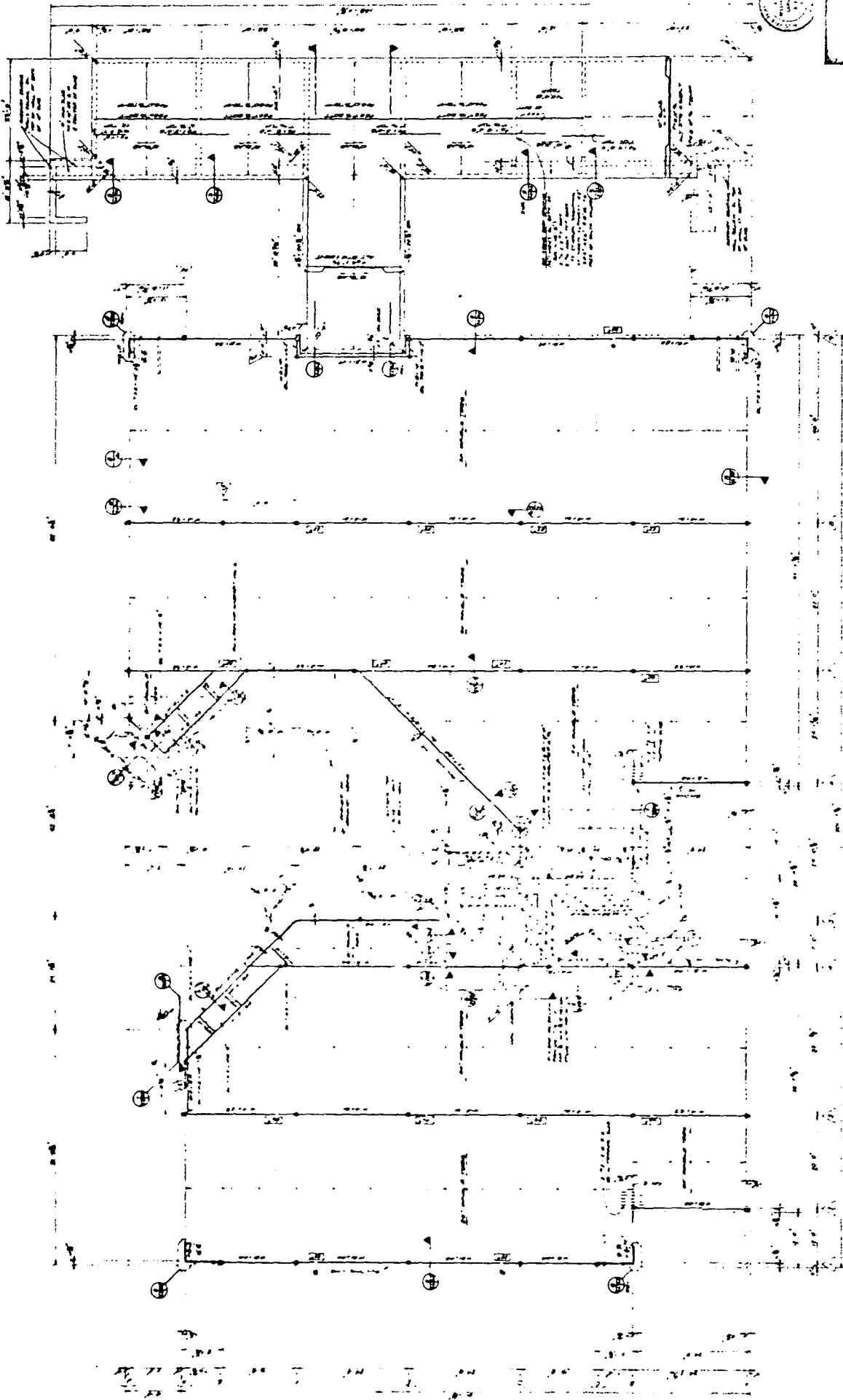
FOUNDATION PLAN



DATE 11-28-78
 SHEET S-1

FOUNDATION PLAN

MAENNER OFFICE BUILDINGS



UPPER LEVEL FRAMING PLAN



DATE 1977 S-2

UPPER LEVEL FRAMING PLAN

BUILDINGS

OFFICE

MAENNER

PROVISIONS

1. All work shall be in accordance with the specifications and drawings.

2. The contractor shall be responsible for obtaining all necessary permits and licenses.

3. The contractor shall be responsible for the safety of all workers and the public.

4. The contractor shall be responsible for the protection of all existing utilities and structures.

5. The contractor shall be responsible for the removal and disposal of all debris and waste.

6. The contractor shall be responsible for the maintenance of all access roads and easements.

7. The contractor shall be responsible for the protection of all trees and landscaping.

8. The contractor shall be responsible for the cleanup of all construction sites.

9. The contractor shall be responsible for the payment of all taxes and fees.

10. The contractor shall be responsible for the completion of all work within the specified time frame.

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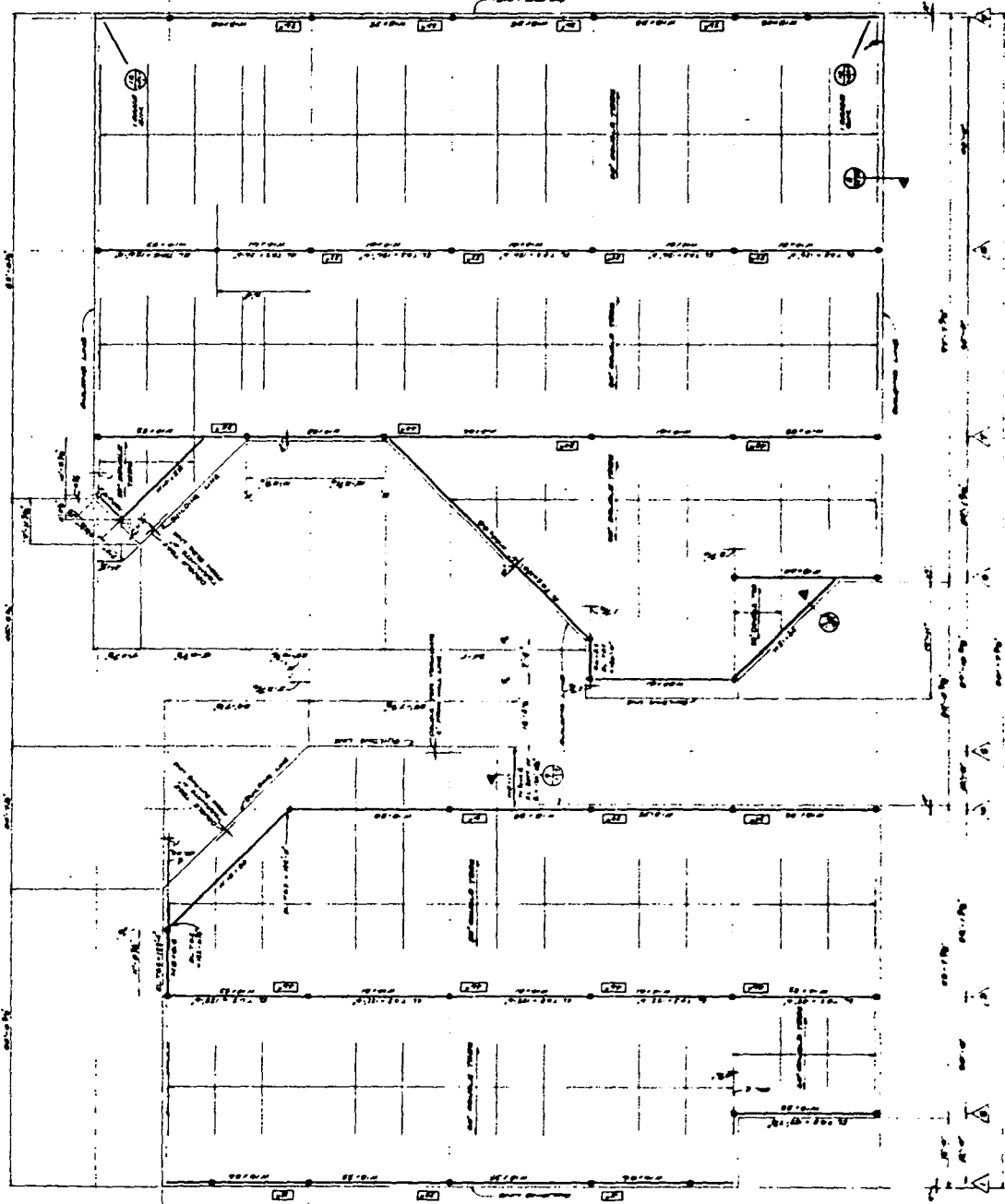


TYP. TOPPING & ROOF

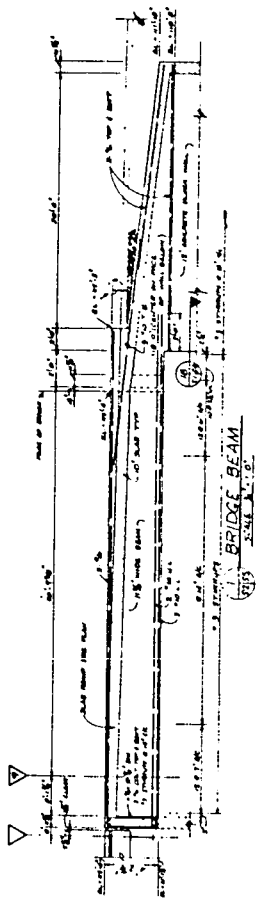
TYP. TOPPING & FLOORS

ESTIMATED TOPPING THICKNESS AT DOUBLE TEES

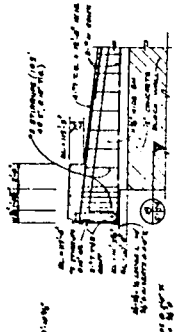
WELDS FOR PRECAST DOUBLE TEES
 1. All welds shall be in accordance with the specifications and drawings.
 2. The contractor shall be responsible for the quality of all welds.
 3. The contractor shall be responsible for the protection of all welds from corrosion.



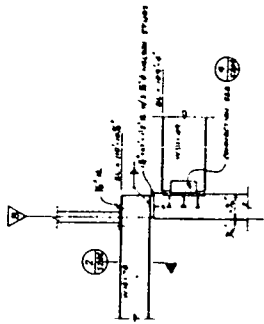
ROOF FRAMING PLAN



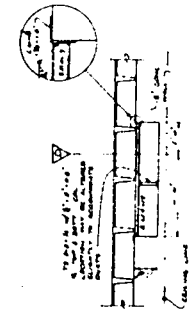
SECTION 1
SCALE 1/4" = 1'-0"



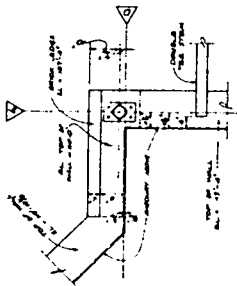
SECTION 2
SCALE 1/4" = 1'-0"



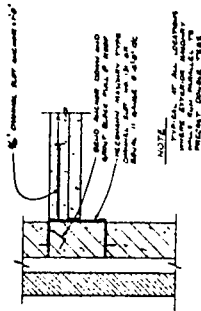
SECTION 3
SCALE 1/4" = 1'-0"



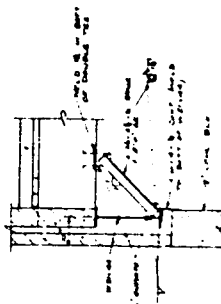
SECTION 4
SCALE 1/4" = 1'-0"



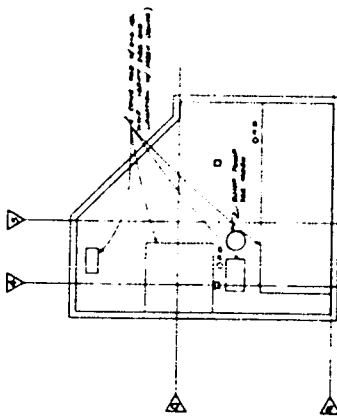
SECTION 5
SCALE 1/4" = 1'-0"



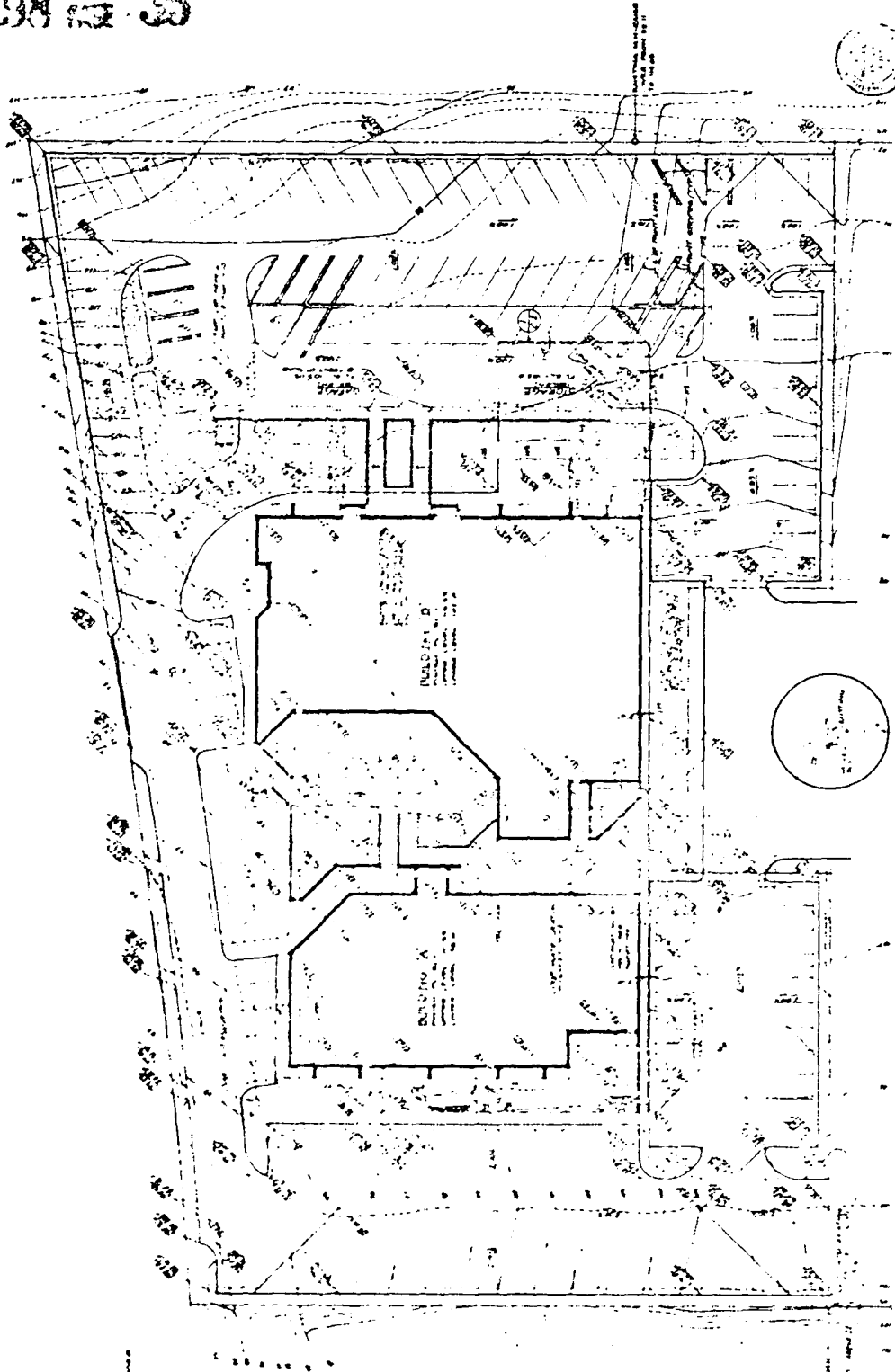
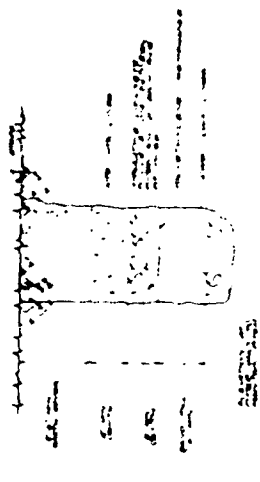
SECTION 6
TYP. MASS WALL SUPPORT
SCALE 1/4" = 1'-0"



SECTION 7
SCALE 1/4" = 1'-0"



MECHANICAL ROOM SLAB LAYOUT
SCALE 1/4" = 1'-0"



SITE UTILITIES PLAN

BUILDINGS

OFFICE

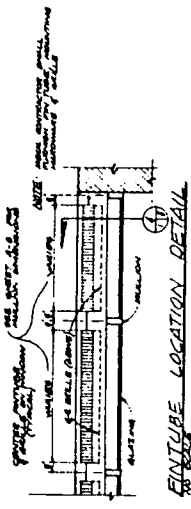
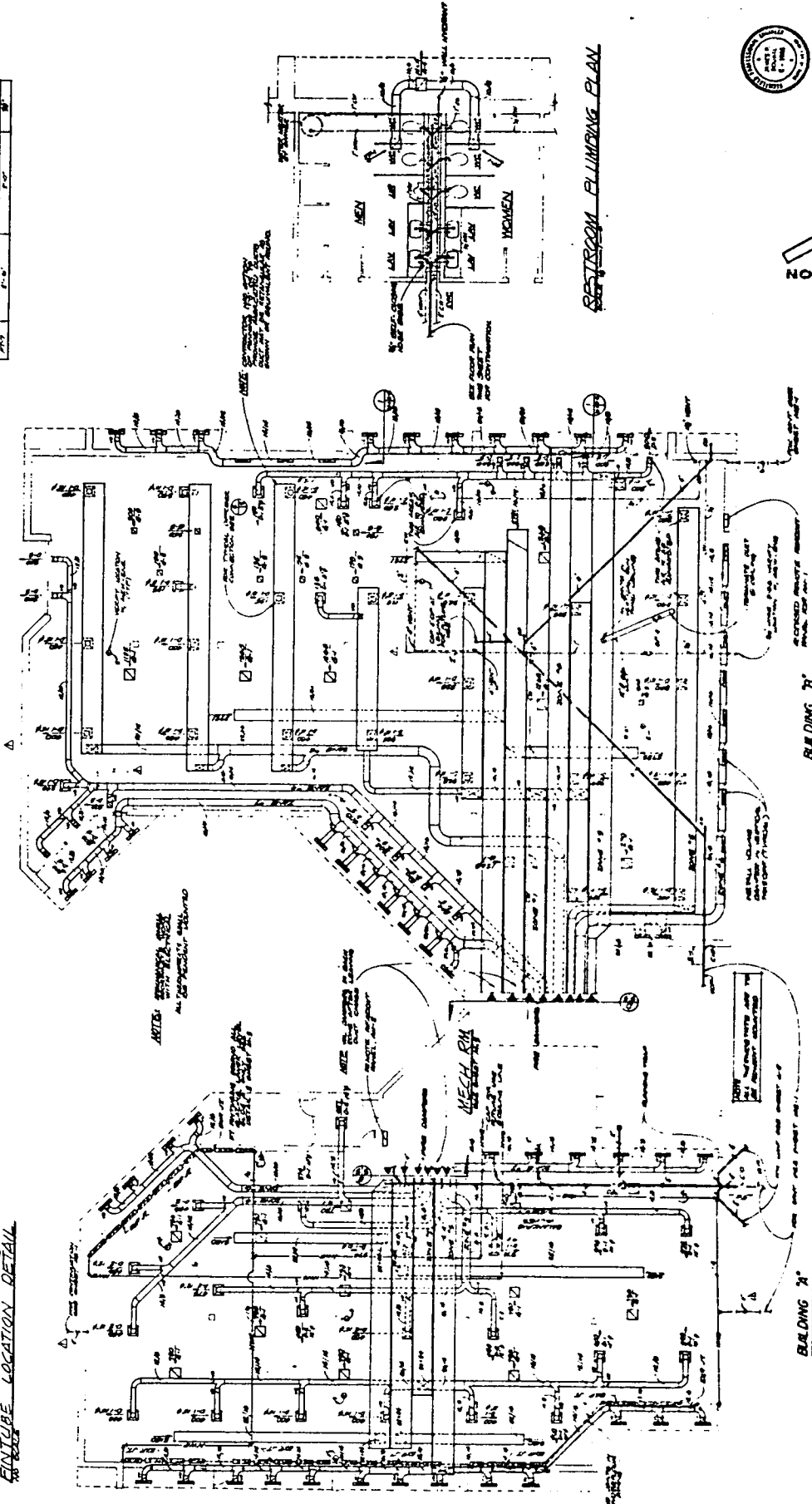
MAENNER

ME-1



DATE 6-27-52 M-1

| FINNED TUBE SCHEDULE | | | |
|----------------------|------------------|-----------------------|-----------|
| MARK | LENGTH OF GRILLE | LENGTH OF FINNED TUBE | PIPE SIZE |
| PT-1 | 8'-0" | 8'-0" | 1 1/2" |
| PT-2 | 8'-0" | 8'-0" | 1 1/2" |
| PT-3 | 8'-0" | 8'-0" | 1 1/2" |
| PT-4 | 8'-0" | 8'-0" | 1 1/2" |
| PT-5 | 8'-0" | 8'-0" | 1 1/2" |
| PT-6 | 8'-0" | 8'-0" | 1 1/2" |
| PT-7 | 8'-0" | 8'-0" | 1 1/2" |
| PT-8 | 8'-0" | 8'-0" | 1 1/2" |
| PT-9 | 8'-0" | 8'-0" | 1 1/2" |
| PT-10 | 8'-0" | 8'-0" | 1 1/2" |

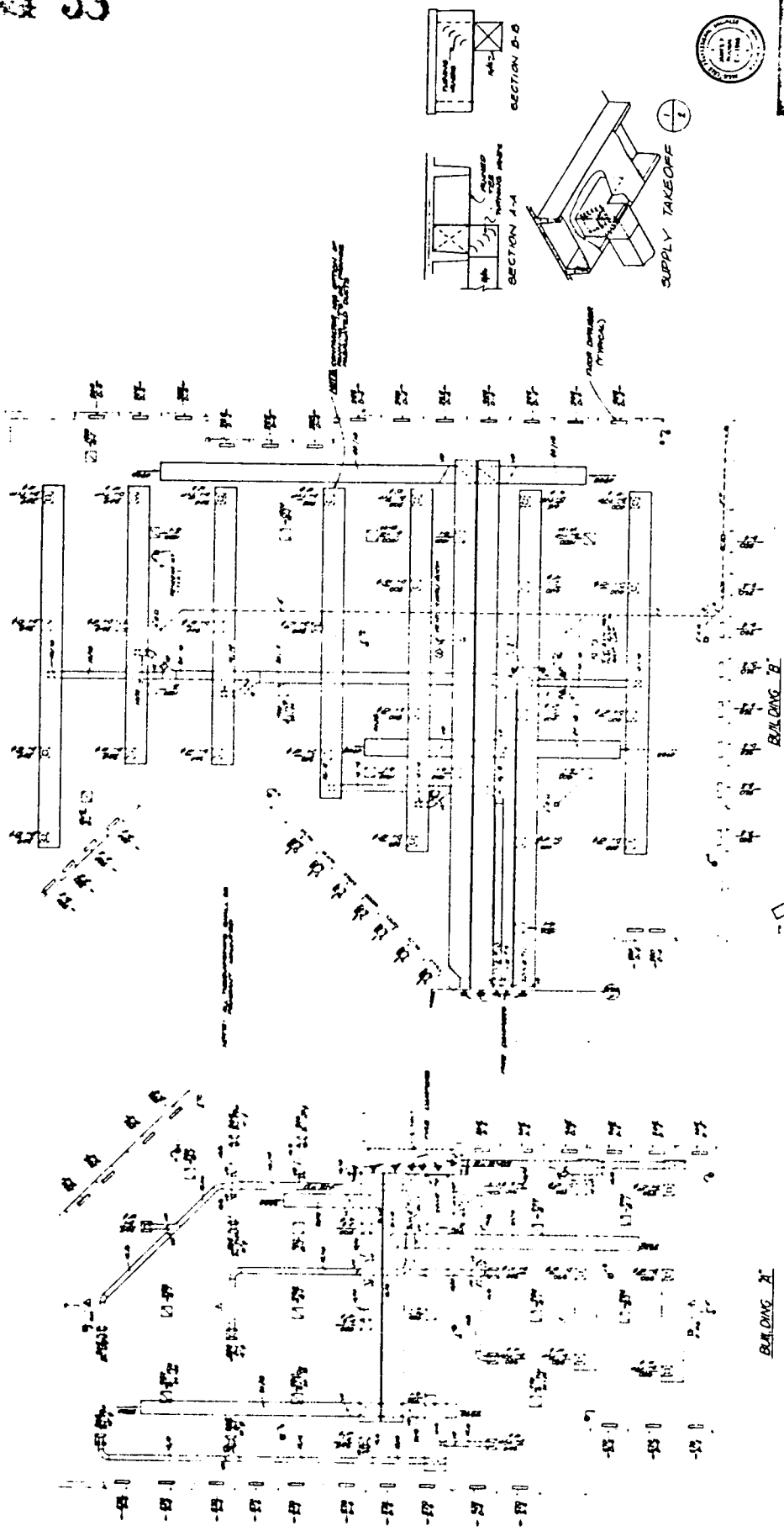


MAENNER OFFICE BUILDINGS LOWER LEVEL MECHANICAL PLAN

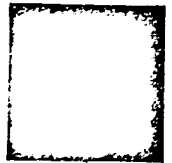
FLOOR PLAN

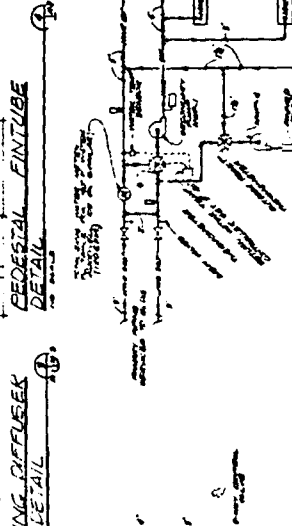
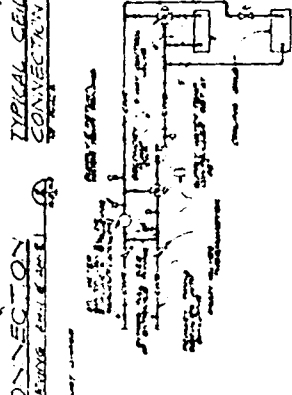
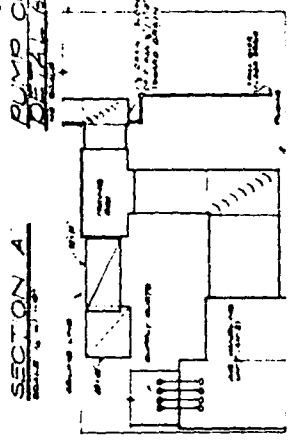
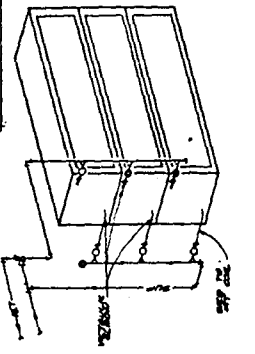
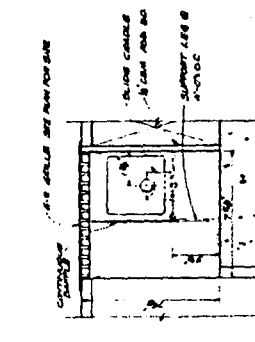
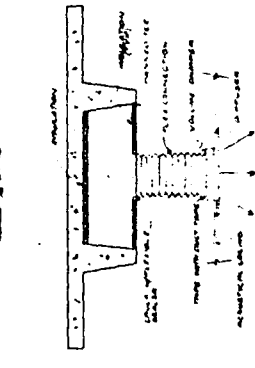
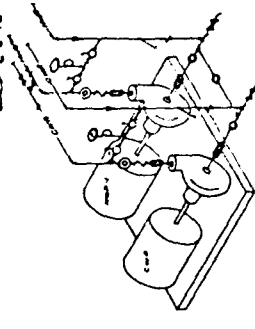
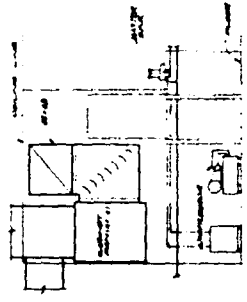
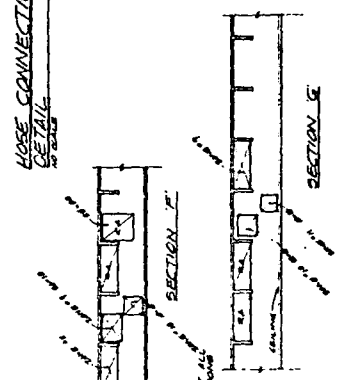
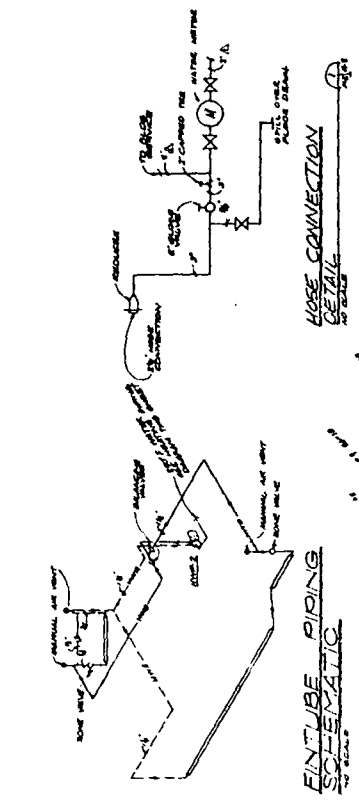
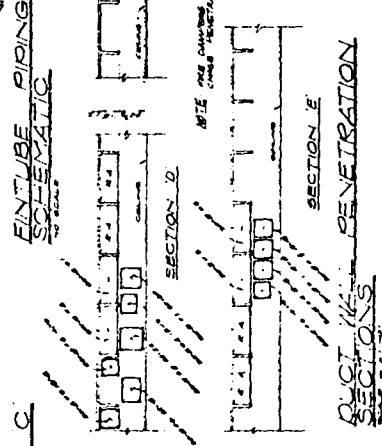
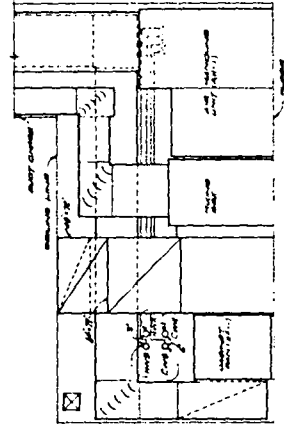
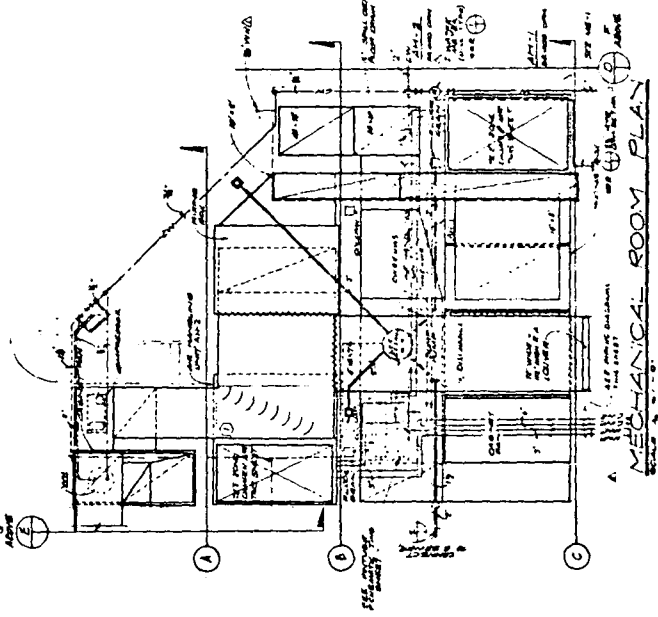
RESTROOM PLUMBING PLAN

ENTIRE LOCATION DETAIL



FLOOR PLAN SECTION







HOT AND CHILLED WATER COIL SCHEDULE

| NAME | LOCATION | SERVES | MANUFACTURER | TYPE | SIZE | WATER | CHILLED | COIL | REMARKS |
|------|----------|--------|--------------|------|------|-------|---------|------|---------|
| 1 | ... | ... | ... | ... | ... | ... | ... | ... | ... |
| 2 | ... | ... | ... | ... | ... | ... | ... | ... | ... |

DIFFUSER AND GRILLE SCHEDULE

| NAME | SERVES | TYPE | MODEL | MANUFACTURER | REMARKS |
|------|--------|------|-------|--------------|---------|
| 1 | ... | ... | ... | ... | ... |
| 2 | ... | ... | ... | ... | ... |

AIR HANDLING AND RETURN FAN UNIT SCHEDULE

| NAME | LOCATION | SERVES | CFM | TOTAL | HP | MANUFACTURER | REMARKS |
|------|----------|--------|-----|-------|-----|--------------|---------|
| 1 | ... | ... | ... | ... | ... | ... | ... |
| 2 | ... | ... | ... | ... | ... | ... | ... |

PUMP SCHEDULE

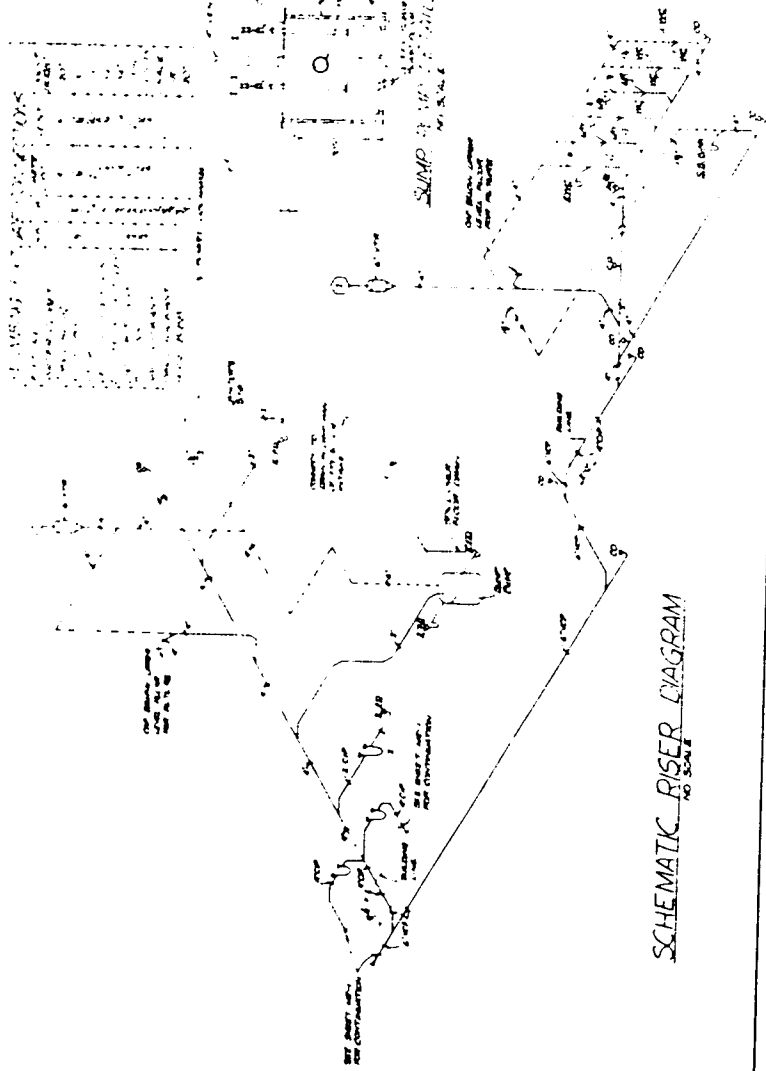
| NAME | MARKS | HP | PH | WV | VOLTS | PHASE | LEVEL | REMARKS |
|------|-------|-----|-----|-----|-------|-------|-------|---------|
| 1 | ... | ... | ... | ... | ... | ... | ... | ... |
| 2 | ... | ... | ... | ... | ... | ... | ... | ... |

MOTOR EQUIPMENT SCHEDULE

| NAME | FUNCTION | LOCATION | HP | PH | WV | VOLTS | PHASE | LEVEL | REMARKS |
|------|----------|----------|-----|-----|-----|-------|-------|-------|---------|
| 1 | ... | ... | ... | ... | ... | ... | ... | ... | ... |
| 2 | ... | ... | ... | ... | ... | ... | ... | ... | ... |

MECHANICAL EQUIPMENT SCHEDULE

| NAME | FUNCTION | SERVES | LOCATION | OPERATING CAPACITY | MANUFACTURER | REMARKS |
|------|----------|--------|----------|--------------------|--------------|---------|
| 1 | ... | ... | ... | ... | ... | ... |
| 2 | ... | ... | ... | ... | ... | ... |



SCHEMATIC RISER DIAGRAM



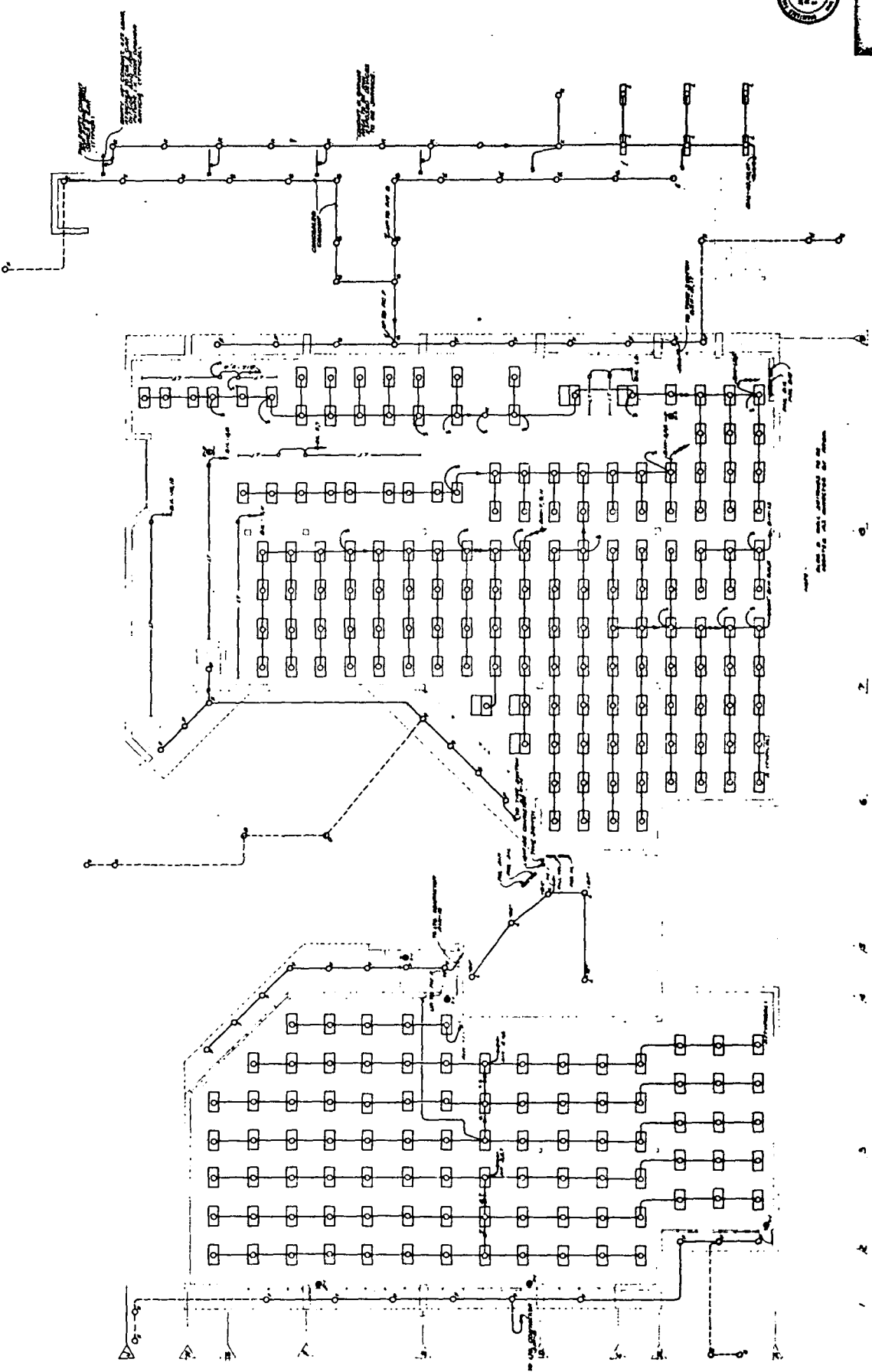
REV. 1-27-54 E-1

LOWER LEVEL LIGHTING PLAN

BUILDINGS

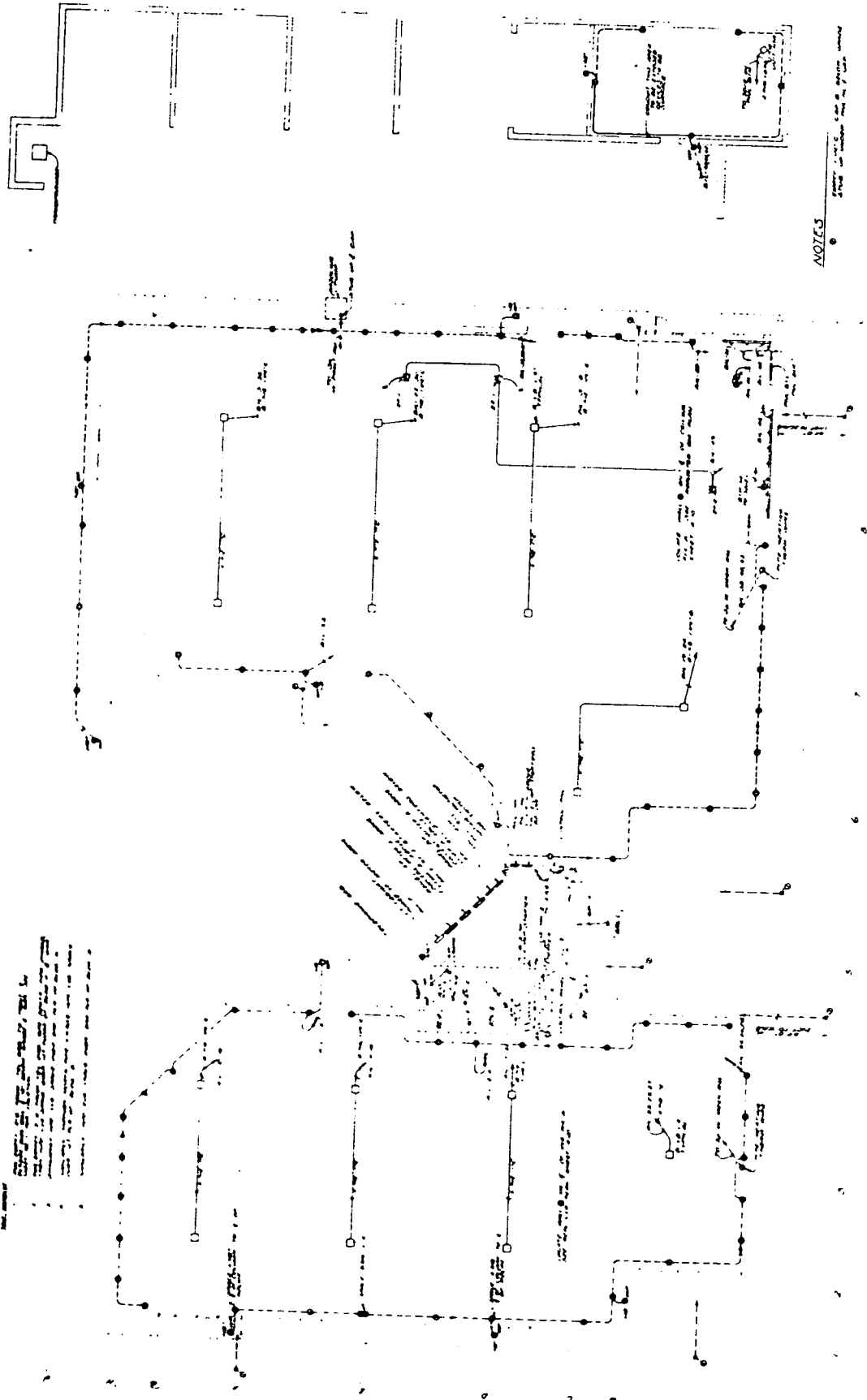
OFFICE

MAENNER



LOWER LEVEL LIGHTING PLAN

1 2 3 4 5 6 7 8



NOTES

LOWER LEVEL ELECTRICAL PLAN

MAENNER OFFICE BUILDINGS

LOWER LEVEL ELECTRICAL PLAN



NOTE E-3

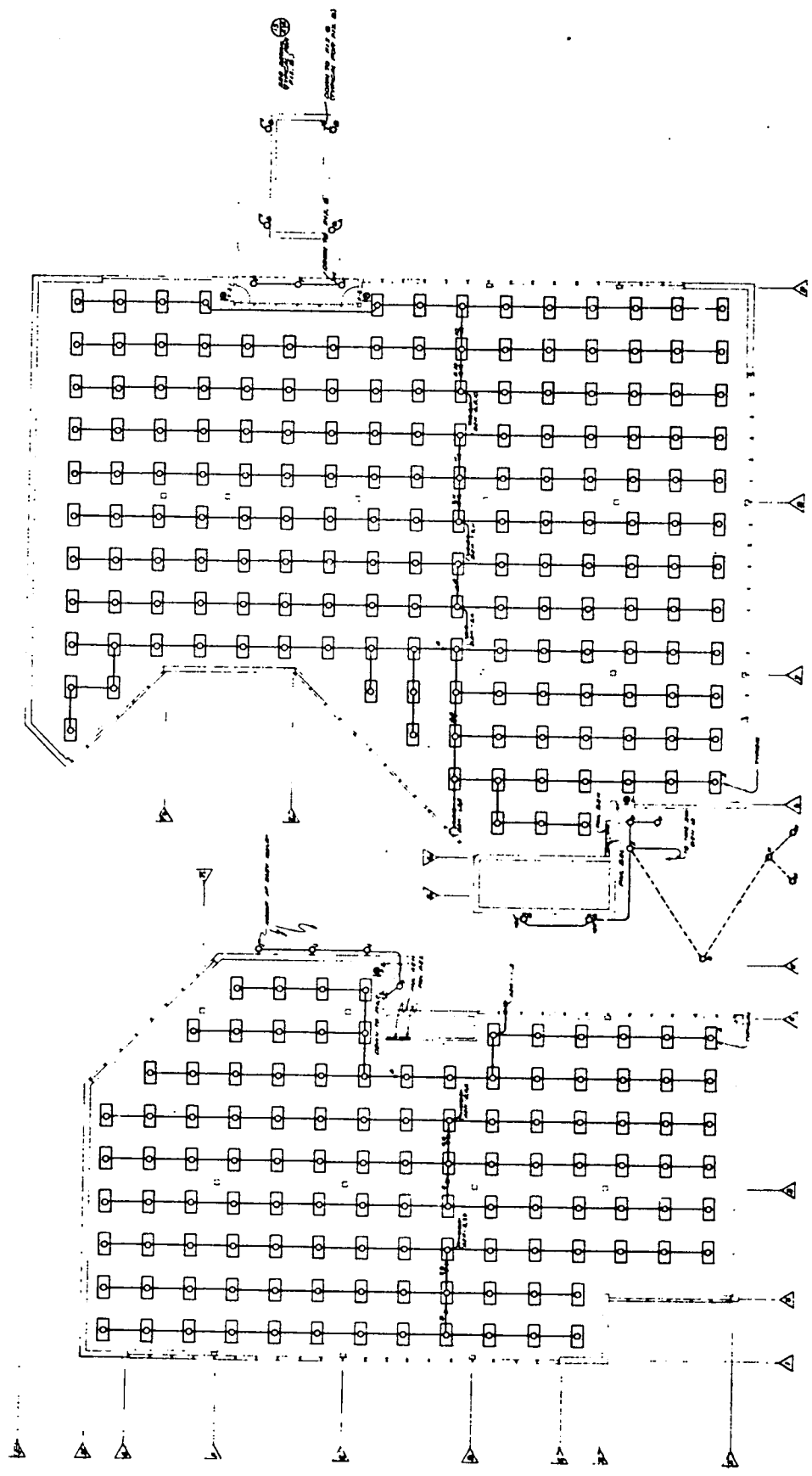
UPPER LEVEL LIGHTING PLAN

BUILDINGS

OFFICE

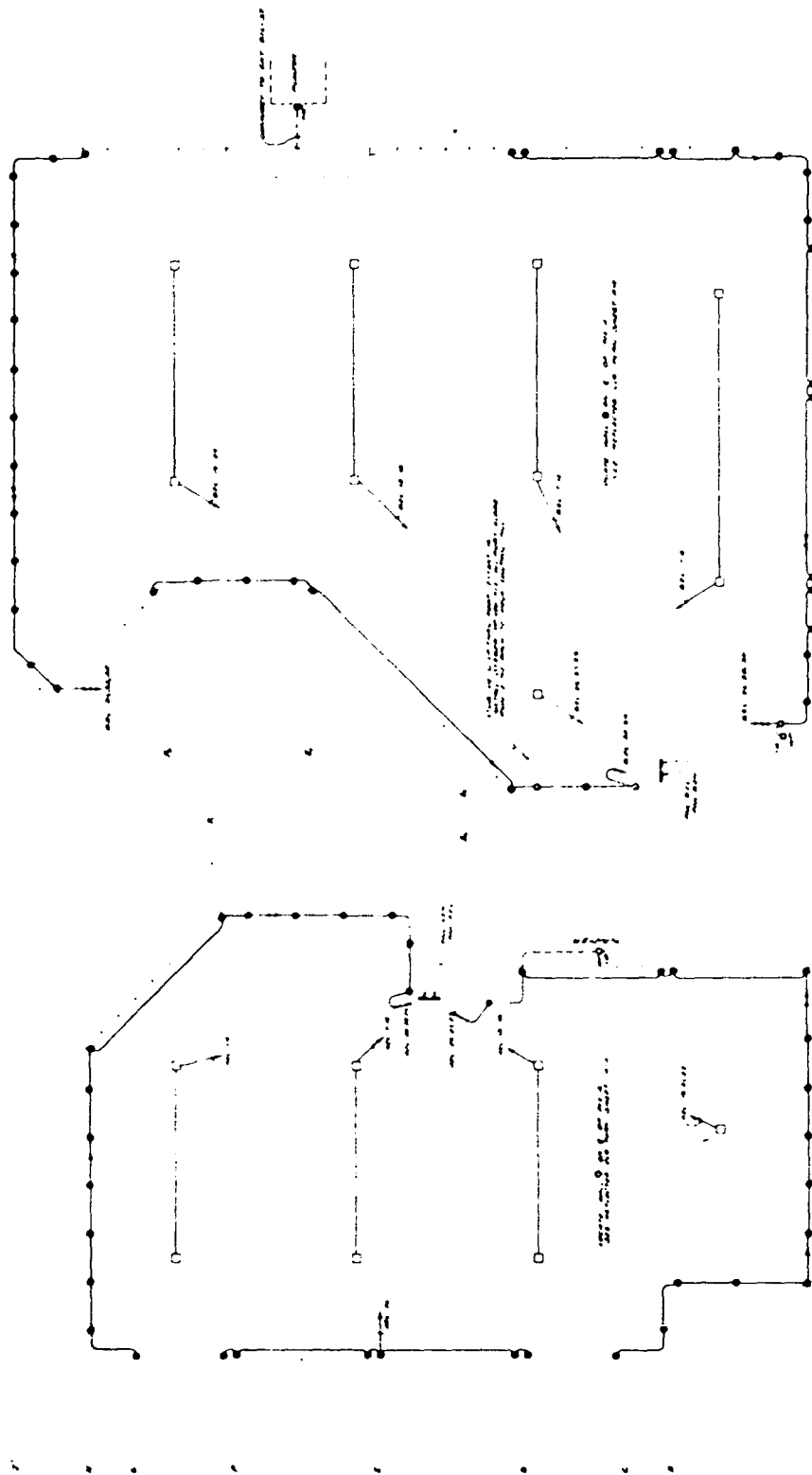
MAENNER

UPPER LEVEL LIGHTING PLAN



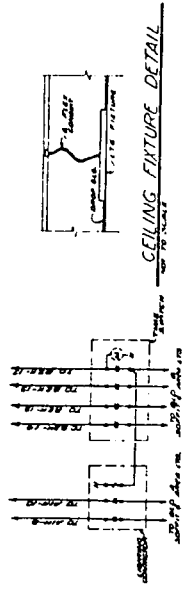


DATE 10-17-72 E-4



UPPER LEVEL POWER PLAN

MAENNER OFFICE BUILDINGS UPPER LEVEL ELECTRICAL PLAN



CEILING FIXTURE DETAIL

EXTERIOR LIGHTING CONTROL

EXTERIOR LIGHTING CONTROL

FIXTURE SCHEDULE

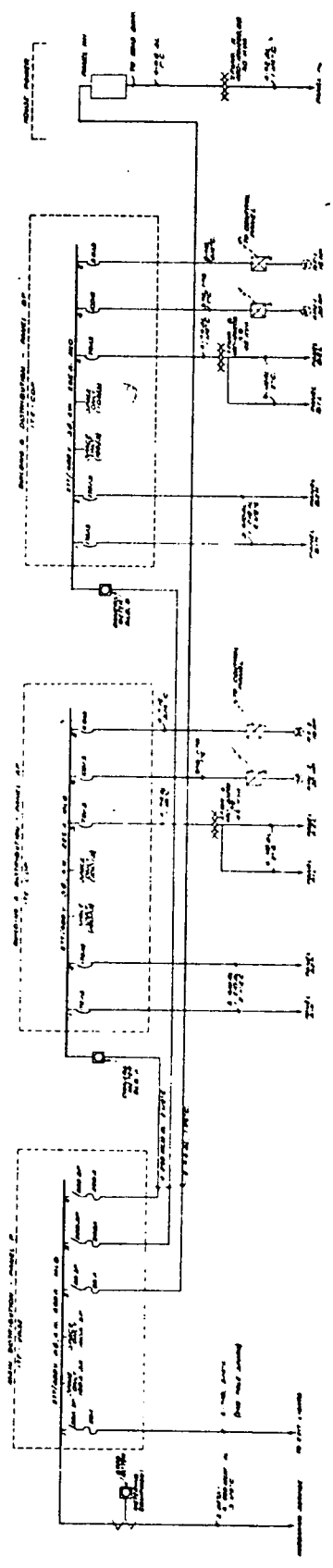
| NO. | MANUFACTURER | CAT. NO. | LAMP | MOUNTING | REMARKS |
|-----|--------------|----------|------|----------|---------|
| 1 | GENCO | 4000 | 40W | FLUSH | |
| 2 | GENCO | 4000 | 40W | FLUSH | |
| 3 | GENCO | 4000 | 40W | FLUSH | |
| 4 | GENCO | 4000 | 40W | FLUSH | |
| 5 | GENCO | 4000 | 40W | FLUSH | |
| 6 | GENCO | 4000 | 40W | FLUSH | |
| 7 | GENCO | 4000 | 40W | FLUSH | |
| 8 | GENCO | 4000 | 40W | FLUSH | |
| 9 | GENCO | 4000 | 40W | FLUSH | |
| 10 | GENCO | 4000 | 40W | FLUSH | |
| 11 | GENCO | 4000 | 40W | FLUSH | |
| 12 | GENCO | 4000 | 40W | FLUSH | |
| 13 | GENCO | 4000 | 40W | FLUSH | |
| 14 | GENCO | 4000 | 40W | FLUSH | |
| 15 | GENCO | 4000 | 40W | FLUSH | |
| 16 | GENCO | 4000 | 40W | FLUSH | |
| 17 | GENCO | 4000 | 40W | FLUSH | |
| 18 | GENCO | 4000 | 40W | FLUSH | |
| 19 | GENCO | 4000 | 40W | FLUSH | |
| 20 | GENCO | 4000 | 40W | FLUSH | |

PANEL SCHEDULE

| NO. | AMPS | FEEDS | APPLYING CODE NO. | CIRCUIT BREAKER | REMARKS |
|-----|------|-------|-------------------|-----------------|---------|
| 1 | 100 | 1 | | 100A | |
| 2 | 100 | 1 | | 100A | |
| 3 | 100 | 1 | | 100A | |
| 4 | 100 | 1 | | 100A | |
| 5 | 100 | 1 | | 100A | |
| 6 | 100 | 1 | | 100A | |
| 7 | 100 | 1 | | 100A | |
| 8 | 100 | 1 | | 100A | |
| 9 | 100 | 1 | | 100A | |
| 10 | 100 | 1 | | 100A | |
| 11 | 100 | 1 | | 100A | |
| 12 | 100 | 1 | | 100A | |
| 13 | 100 | 1 | | 100A | |
| 14 | 100 | 1 | | 100A | |
| 15 | 100 | 1 | | 100A | |
| 16 | 100 | 1 | | 100A | |
| 17 | 100 | 1 | | 100A | |
| 18 | 100 | 1 | | 100A | |
| 19 | 100 | 1 | | 100A | |
| 20 | 100 | 1 | | 100A | |

MOTOR EQUIPMENT SCHEDULE

| NO. | FUNCTION | GENERAL | DISC. | PLUG ELEMENT | PRIMARY ELEMENT | REMARKS |
|-----|----------|---------|-------|--------------|-----------------|---------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |
| 11 | | | | | | |
| 12 | | | | | | |
| 13 | | | | | | |
| 14 | | | | | | |
| 15 | | | | | | |
| 16 | | | | | | |
| 17 | | | | | | |
| 18 | | | | | | |
| 19 | | | | | | |
| 20 | | | | | | |



ELECTRICAL SERVICE DIAGRAM

LIGHTING SCHEDULE

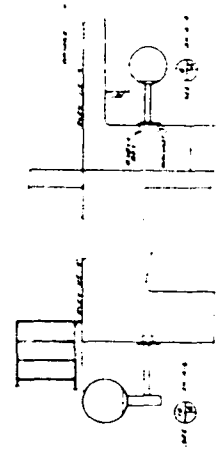
| NO. | DESCRIPTION | QUANTITY | REMARKS |
|-----|-------------|----------|---------|
| 1 | ... | ... | ... |
| 2 | ... | ... | ... |
| 3 | ... | ... | ... |
| 4 | ... | ... | ... |
| 5 | ... | ... | ... |
| 6 | ... | ... | ... |
| 7 | ... | ... | ... |
| 8 | ... | ... | ... |
| 9 | ... | ... | ... |
| 10 | ... | ... | ... |

...



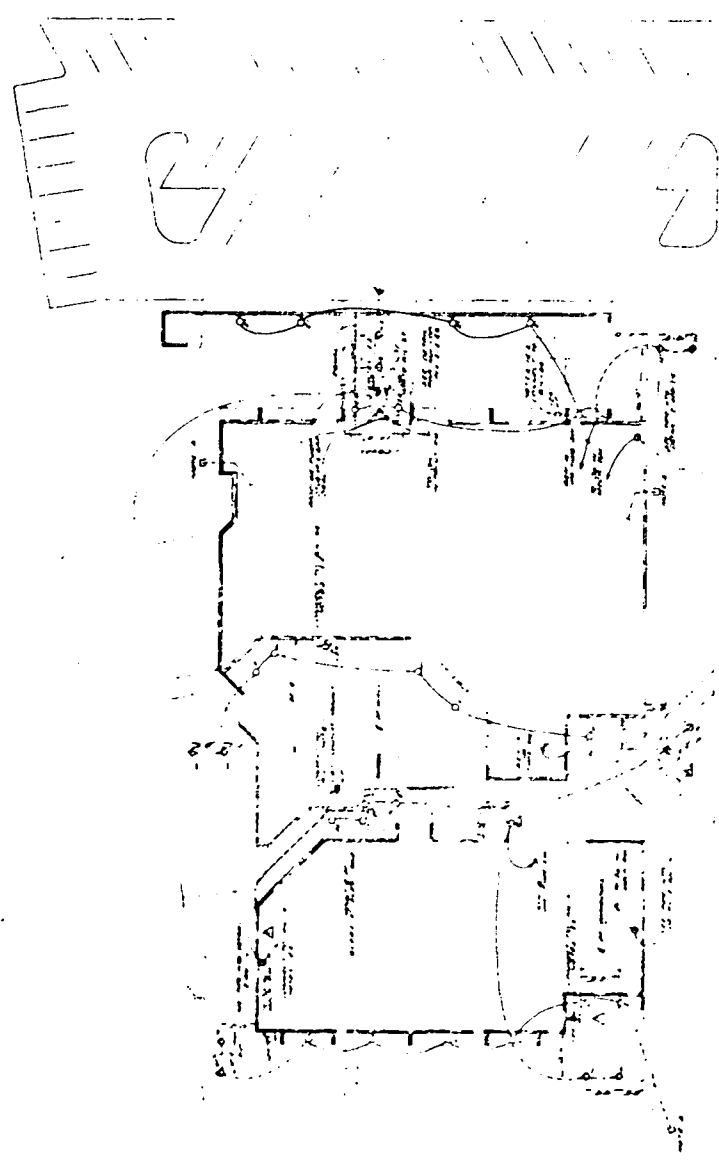
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NOTES



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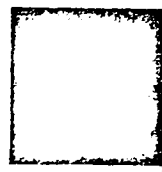
LUMINAIRE MOUNTING DETAIL

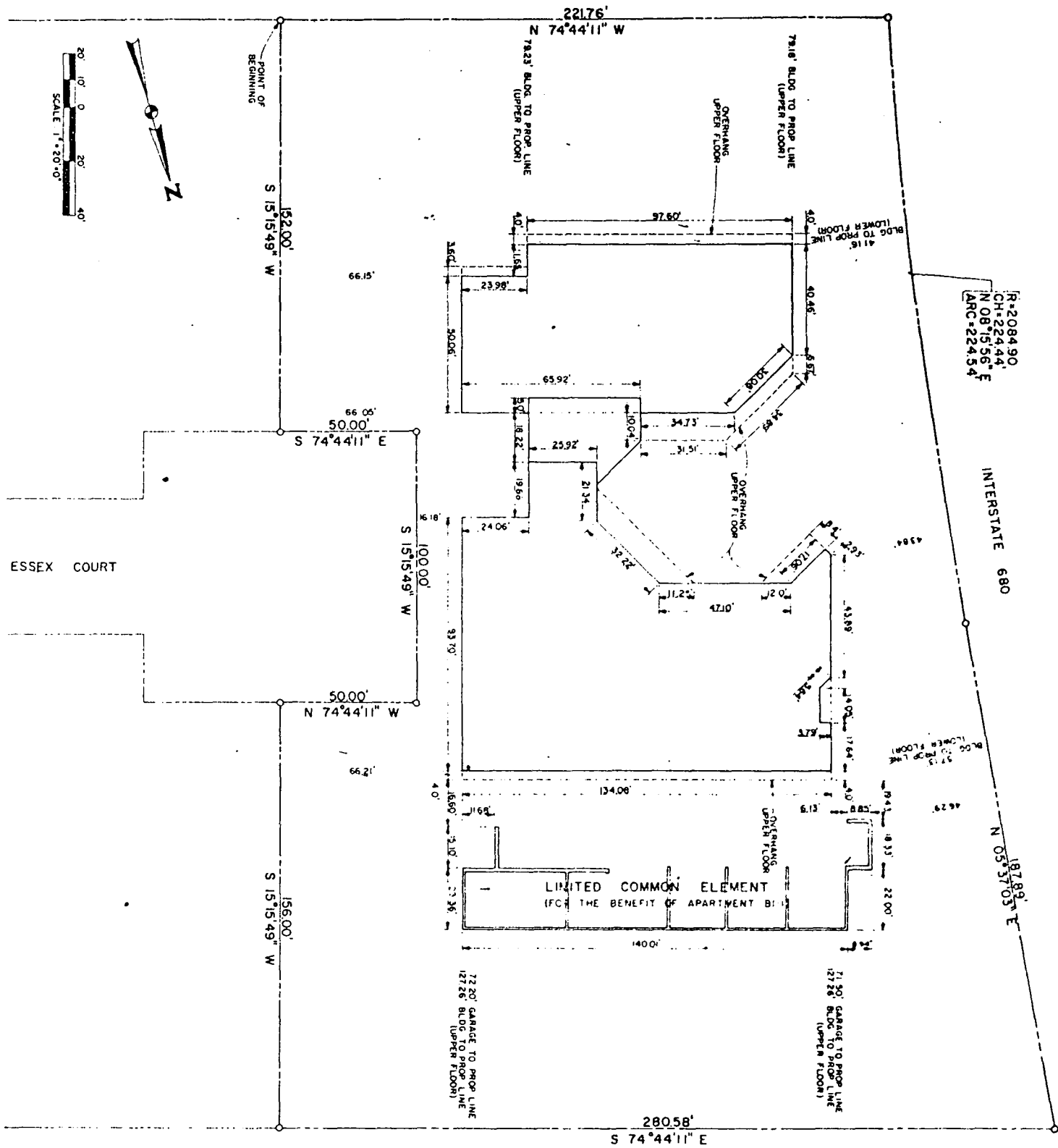


GENERAL NOTES

...

REVISED INTERIOR LIGHTING





R-208490
 CH-22444
 N 08 15 56 E
 ARC=22454

INTERSTATE 680

187.89' E
 N 05°37'05"

BLDG TO PROP LINE
 (LOWER FLOOR)

LIMITED COMMON ELEMENT
 (FOR THE BENEFIT OF APARTMENT B)

77.90' GARAGE TO PROP LINE
 (UPPER FLOOR)

71.90' GARAGE TO PROP LINE
 (UPPER FLOOR)

280.58' S 74°44'11" E

GENERAL CERTIFICATE

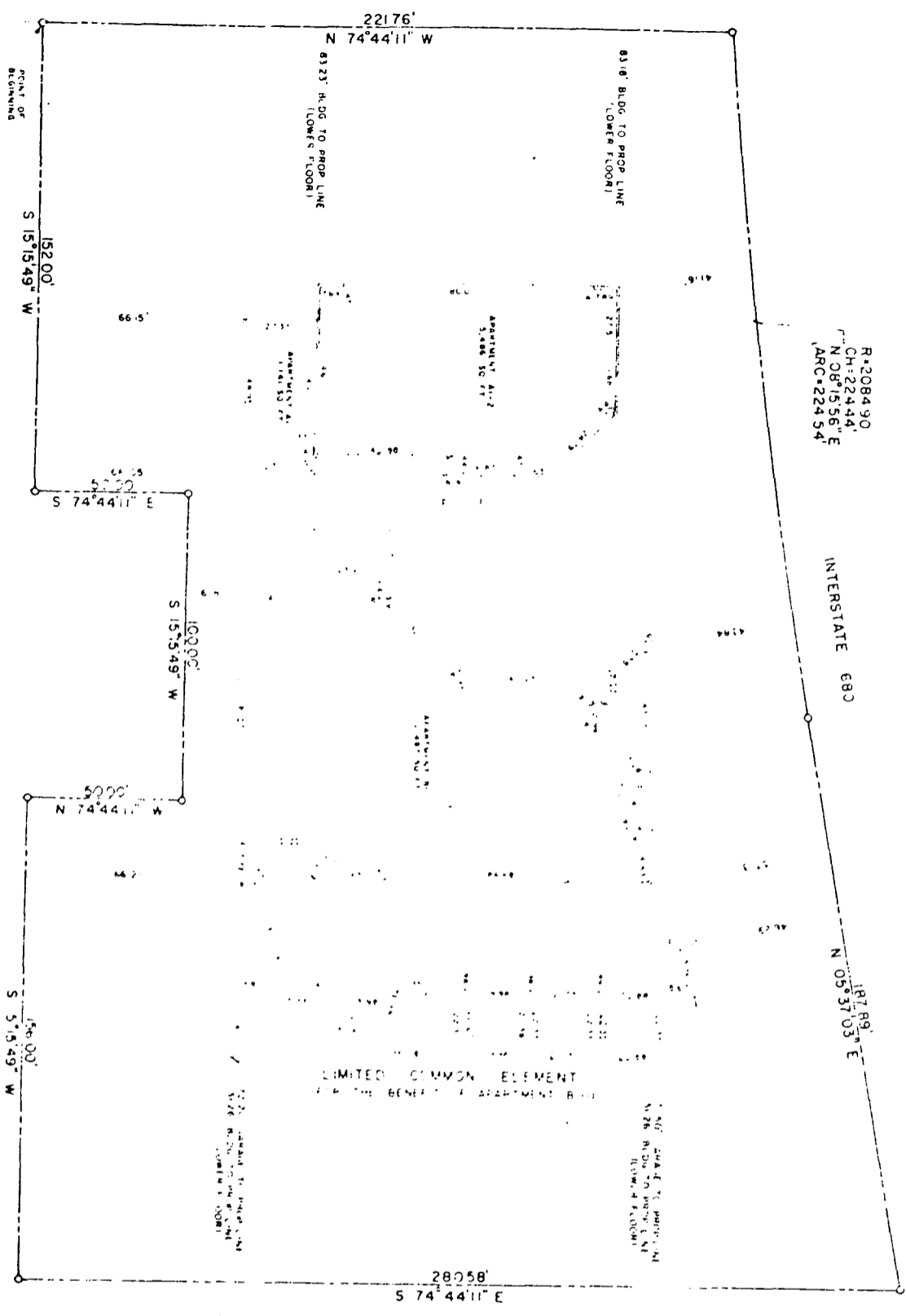
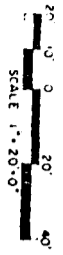
I, ERIN GERTY, being the surveyor of the following described property, do hereby certify that the same has been surveyed and laid out in accordance with the laws of the State of Massachusetts, and that I am a duly qualified and sworn surveyor of the State of Massachusetts.

I hereby certify that the survey of the following described property has been made in accordance with the laws of the State of Massachusetts, and that I am a duly qualified and sworn surveyor of the State of Massachusetts. The survey was made on the 15th day of June, 1999, and is subject to the provisions of Chapter 186A of the General Laws of the Commonwealth of Massachusetts, and to the provisions of the rules and regulations of the Board of Registration of Professional Engineers and Surveyors.

ERIN GERTY

Exhibit "A"

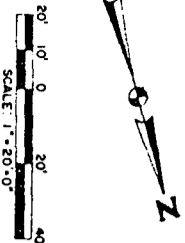
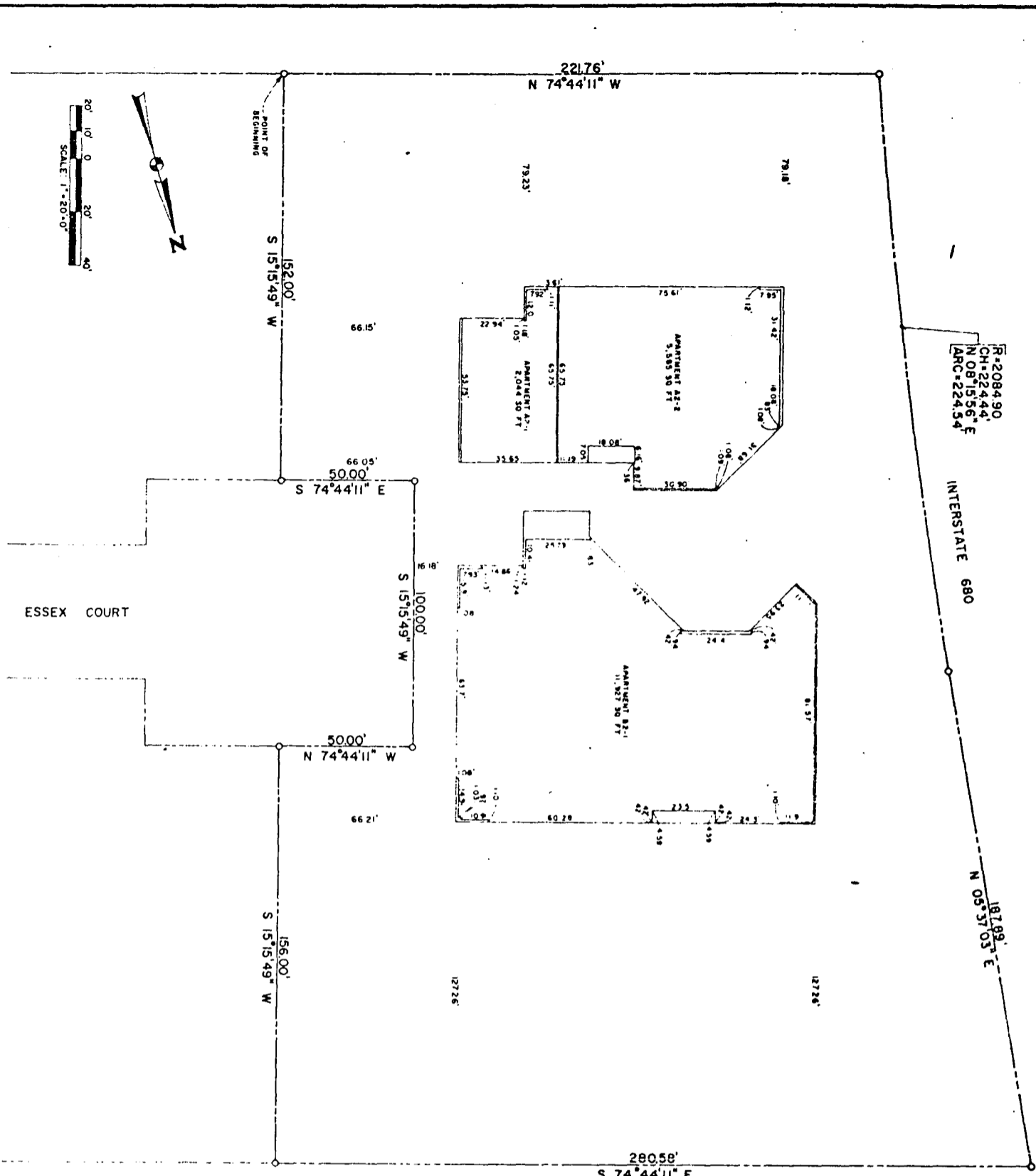




ESSEX COURT

LIMITED COMMON ELEMENT FOR THE BENEFIT OF APARTMENT BUILDING



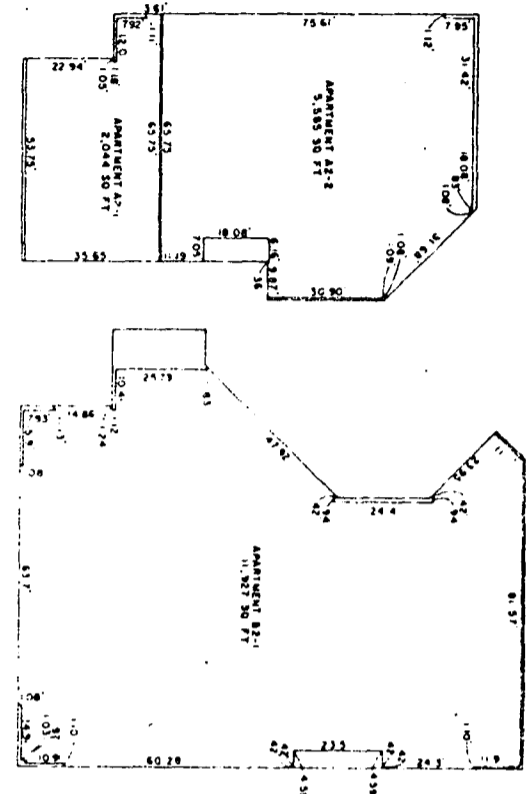


R=2084.90
CH=224.44'
N 08°15'56" E
ARC=224.54'

INTERSTATE 680

181.89'
N 05°37'03" E

ESSEX COURT



CONTRACTOR'S CERTIFICATE

I hereby certify that the location of the boundary lines shown on this plan was determined by field measurements and that the same are correct in accordance with the provisions of the Surveyors' and Land Surveyors' Act, R.S. 17:21, and that the same are correct in accordance with the provisions of the Surveyors' and Land Surveyors' Act, R.S. 17:21, and that the same are correct in accordance with the provisions of the Surveyors' and Land Surveyors' Act, R.S. 17:21.

[Signature]
Surveyor

BY-LAWS
OF
ESSEX COURT CONDOMINIUM ASSOCIATION
AND
ESSEX COURT CONDOMINIUM PROPERTY REGIME

1. These are the By-Laws of Essex Court Condominium Association, a Nebraska non-profit corporation with its registered office at 10050 Regency Circle, Omaha, Nebraska. These are also the By-Laws of Essex Court Condominium Property Regime.
2. Seal and Fiscal Year. The corporate seal shall bear the name of the corporation and the words "Omaha, Nebraska, Corporate Seal." The fiscal year of the corporation shall be the calendar year.
3. Members. This corporation has been organized to provide a means of management for Essex Court Condominium Property Regime organized within Douglas County, Nebraska. Membership in the Association is automatically granted and restricted to record owners of apartments in said condominium regime. The owner or owners of each apartment, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such apartment at all meetings of apartment owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary. No other form of proxy voting will be permitted. Each apartment shall be entitled to the number of votes equaling the total dollar basic value assigned to such apartment in the Master Deed creating the condominium regime.
4. The Annual Members' Meeting will be held on the third day of January of each year at 2:00 P.M. at 10050 Regency Circle, Omaha, Nebraska, for the purpose of electing a Board of Administrators and transacting any other business that may come before the meeting. No notice of annual meetings need be given.
5. Special Members Meetings may be called by the President or Vice President or by a majority of the Board of Administrators and must be called upon receipt of written request from members holding at least one-fourth of the total basic value of the condominium regime. Notice of special meetings shall be given by ten days' written notice delivered or mailed to each apartment. Notices may be waived either before or after the meeting. No business shall be transacted at a special meeting except as stated in the notice.
6. The President shall preside over members' meetings, and the Secretary shall keep the minute book wherein the resolutions shall be recorded.
7. Order of Business. The order of business at all meetings of the apartment owners shall be as follows:
 - (a) Roll Call;
 - (b) Proof of notice of meeting;
 - (c) Reading of minutes of preceding meeting;
 - (d) Reports of officers;
 - (f) Report of committees;
 - (g) Election of inspectors of election (when so required);
 - (h) Election of members of the Board of Administrators (when so required);
 - (i) Unfinished business; and
 - (j) New business.

8. A Quorum for members' meetings shall consist of persons owning a majority of the total basic value of the condominium regime, but a meeting consisting of less than a quorum may by majority vote adjourn the meeting from time to time without further notice.

9. Majority vote. The vote of members owning a majority of basic value of the condominium regime represented at a meeting at which a quorum shall be present shall be binding upon all apartment owners for all purposes except where a higher percentage vote is required by law, by the Master Deed, or by these By-Laws.

10. The Affairs of the Association shall be managed by a Board of three Administrators elected by the members at each annual meeting of the members. Every member shall have the right to cumulate his vote and to give one candidate a number of votes equal to his vote multiplied by the number of directors to be elected, or by distributing such votes on the same principle among any number of such candidates. Vacancies occurring in the Board shall be filled by the remaining administrators. Notwithstanding the foregoing, until the annual meeting of members in January of 1977, or until the Board of Directors of Essex Court Condominium Association elects in writing to waive its right to elect the administrators (whichever shall first occur), the administrators of the Association shall be elected solely by said Board of Directors. The term of each administrator shall be until the next annual meeting of the members or until his successor is duly elected and qualified. A majority of the administrators shall constitute a quorum; and a majority vote of administrators present at a meeting comprising a quorum shall constitute the act of the administrators. The Board of Administrators shall have authority for the care, upkeep and surveillance of the condominium buildings and its general common elements or services and also the designation and dismissal of the personnel necessary for the works and the general or limited common services of the buildings. Compensation of administrators and of employees of the Association shall be fixed by the Board of Administrators. An administrator may be an employee of the Association, and a contract for management of the condominium may be entered into with an administrator.

11. The Number of Directors constituting the initial Board of Directors of the Association is six. The persons identified as the directors in the Articles of Incorporation shall remain directors until the annual meeting of members in January of 1977 and until said meeting any vacancy on the Board shall be filled by a majority vote of the remaining directors cast at a special meeting held for this purpose upon 24 hours' actual notice. With the annual meeting of members and election of the Board of Administrators in January, 1977 the number of directors constituting the Board of Directors of the Association shall automatically reduce from six to three and the Board of Administrators and Board of Directors shall be identical with the election of said boards being conducted annually as provided in Paragraph 8.

12. The Annual Meeting of Administrators shall immediately follow the annual meeting of members. No notice of an annual meeting shall be required. Special meetings of administrators may be called by the President or by a majority of the administrators upon 24 hours' prior notice of the meeting given personally or by mail, telephone or telegraph.

13. The Officers of the corporation shall be elected by the administrators. Compensation of officers shall be fixed by the administrators. Any person may hold two or more offices, but no one person shall hold the office of President and Secretary. The officers of the Association shall consist of a

President, Vice President, Secretary and Treasurer and such additional officers as the administrators shall deem necessary from time to time.

(a) The President (or the Vice President in the absence or disability of the President) shall be the chief executive officer of the corporation; shall preside at meetings of members and administrators; shall execute all contracts and instruments; shall have general management of corporation affairs and shall carry out all orders of the Board of Administrators.

(b) The Secretary shall record the minutes of meetings of administrators and members, shall have custody of the corporate seal and affix it to such instruments as are authorized by the administrators, and shall perform such other duties prescribed by the President or the administrators.

(c) The Treasurer shall have custody of corporate funds and securities; shall account for all corporate receipts and disbursements, and shall perform such other duties prescribed by the President or the administrators.

14. Budget. The Board of Administrators shall adopt a budget for each calendar year which shall include the estimate of funds required to defray common expenses in the coming year and to provide funds for current expenses, reserves for deferred maintenance, reserves for replacement, and reserves to provide a working fund or to meet anticipated losses. The budget shall be adopted in November of each year for the coming calendar year, and copies of the budget and proposed assessments shall be sent to each owner on or before December 31 preceding the year for which the budget is made. Budgets may be amended during a current year where necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be sent to each owner as promptly as possible. There shall be no enlargement of the common elements or additional structures built as part of the common elements if such enlargement or additional construction costs more than \$20,000 unless and until such proposal is approved in writing by co-owners representing at least three-fourths of the total basic value of the condominium and until a proper amendment to the Master Deed has been executed, acknowledged and recorded.

15. Assessments against each apartment owner for such common expenses shall be made annually on or before December 31 preceding the year for which assessments are made. The annual assessments shall be due in twelve equal, monthly payments on the first day of each month. The assessment to be levied against each apartment shall be such apartment's pro-rata share of the total annual budget based upon the percentage of such apartment's basic value as set forth in the Master Deed establishing the condominium. In case of an amended budget as provided in Article 11, the amended assessment shall be payable at the times specified in the notice of the amended assessment sent to each owner. Until construction of an apartment unit is completed as shown on the plans attached to the Master Deed, the assessment against such uncompleted apartment shall not exceed \$50.00 per month. If any member shall fail or refuse to make any payment of an assessment when due, the amount thereof shall constitute a lien on the interest of the member in his apartment and the administrators may record such lien in the Office of the Register of Deeds; whereupon, said lien shall be privileged over and prior to all liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on

the apartment. Assessments delinquent more than ten days after the due date shall bear interest at the highest legal rate from the due date until paid. The delinquency of one installment of an assessment shall cause all remaining installments to immediately become due and payable.

16. Insurance. Insurance policies upon the condominium property including the structure but excluding the furnishings of individual apartments shall be purchased by and in the name of the Association for the benefit of the Association and the apartment co-owners as their interests may appear. Provision shall be made (if possible) for the issuance of certificates of insurance to holders of first mortgages upon individual apartments. The insurance shall cover all buildings and improvements upon the land and all personal property included in the general and limited common elements in an amount equal to the full insurable value thereof (excluding foundation, walks, drives and excavation costs) as determined annually by the Association, but with co-insurance clauses being permitted. Such coverage shall afford protection against loss by fire and extended coverage hazards. In addition, insurance shall be procured for workmen's compensation coverage and at least \$100,000/300,000 B.I. and \$50,000 P.D. public liability insurance covering the common elements and such other insurance as the Association may deem advisable from time to time. Insurance premiums shall be deemed common element expense. The Association is hereby irrevocably appointed agent for each apartment co-owner and his mortgagee to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims without joinder by the co-owner or his mortgagees. All insurance proceeds shall be applied by the Association towards repairing the damage suffered; provided that reconstruction or repair shall not be compulsory where the damage exceeds two-thirds of the value of the buildings and improvements. In such case, and unless otherwise agreed upon in writing by owners representing three-fourths of the total basic value of the condominium within 120 days after such damage or destruction, the condominium regime shall be deemed waived, and the property shall be subject to a partition action and may be sold and the proceeds, along with the insurance indemnity, if any, shall be credited to each apartment owner in accordance with his percentage interest specified in the Master Deed, and said sums shall be first applied towards satisfaction of any recorded first mortgage against each apartment, next towards satisfaction of junior recorded liens in order of their priority, and the remainder paid to each apartment owner. In case the insurance proceeds do not equal the cost of repairs, the excess cost shall be considered a common element expense to be assessed and collected by the Association from the co-owners; provided, however, that in such case of under-insurance, any excess proceeds of insurance received shall be credited to the common element working fund. Each apartment owner may obtain additional insurance at his expense.

17. The Board of Administrators shall have the right of access to each apartment at all reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts, cables, utility lines and any common elements accessible from within any apartment, and to insure compliance by the owner with all of the owner's duties under the condominium regime.

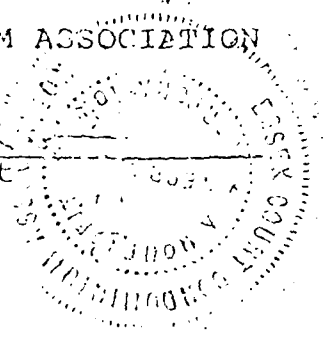
18. These By-Laws and the system of administration set out herein may be amended by co-owners representing at least two-thirds of the total basic value of the condominium regime as set forth in the Master Deed, but each such amendment shall embody all of the required provisions set forth in 76-815, R.R.S. Such amendment shall be executed and acknowledged by the President and attested by the Secretary of the Association and shall be operative

upon the recording of such amendment in the Office of the Register of Deeds of Douglas County, Nebraska in the same manner as the Master Deed and the original By-Laws.

EXECUTED THIS 13 day of March, 1974.

ESSEX COURT CONDOMINIUM ASSOCIATION

Attest: [Signature] By: [Signature]
Secretary President



STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On the date last-above written before me the undersigned, a Notary Public in and for said County, personally came John R. Maenner, President of Essex Court Condominium Association, to me known to be the president and the identical person whose name is affixed to the foregoing By-Laws, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Corporation, and the corporate seal of the said Corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County on the date last-above written.



PATRICIA M. KIRK
General, Notary, Secretary
MAY 1 1975

[Signature]
Notary Public

45
13
RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN DOUGLAS COUNTY, NEBRASKA
MARCH 14 4 16 PM
C. HAROLD OSTLER, REGISTER OF DEEDS
13350