

AMENDMENT OF BY-LAWS

Section 15 of Article VI shall be amended by adding the following language at the end of the paragraph:

"; provided, however, if any unit owner is using water in an amount greater than the average usage of the other unit owners, then said unit owner will install, if so requested by the Board of Administrators, a separate water meter in his unit, and said unit owner will be solely responsible for paying for the excessive water usage in his unit. Upon a determination of excessive use by the Board of Administrators, the unit owner will then reimburse Plaza Mall South Association for the cost of said excessive usage.

As a result of this amendment, Section 15 will now read as follows:

Section 15. Water Charges, Sewer Rents, and Other Energy Costs. Water and sewer services shall be supplied to all of the units and the Common Elements through one or more building meters and the Board of Administrators shall pay, as a common expense, all charges for water consumed on the Property, including the units, promptly after the bills for the same shall have been rendered. All other utility or energy sources shall be supplied to the units through separate meters, and each unit owner shall promptly pay for all utility charges for their unit. In the event of a proposed sale of an unit by the owner thereof, the Board of Administrators, on request of the selling unit owner, shall execute and deliver to the purchaser of such unit or to the purchaser's title insurance company, a letter agreeing to pay all charges for water and sewer affecting the Property as of the date of closing of title to such unit, promptly after such charges shall have been billed. The Board of Administrators shall not pay bills for electricity or natural gas or for the use of other energy fuels consumed in the building as a common expense, since the units are separately metered, and utilities other than sewer and water shall be the liability of the owner of the unit; provided, however, if any unit owner is using water in an amount greater than the average usage of the other unit owners, then said unit owner will install, if so requested by the Board of Administrators, a separate water meter in his unit, and said unit owner will be solely responsible for paying for the excessive water

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usage in his unit. Upon a determination of excessive use by the Board of Administrators, the unit owner will then reimburse Plaza Mall South Association for the cost of said excessive usage.

The following unit owners agree to the Amendment of By-Laws as set forth on Page 1.

Billy Black, MD
Unit Owner, Unit Number 327

Robert R. Kinnicks 103
Unit Owner, Unit Number

[Signature] 125
Unit Owner, Unit Number

Ellen W. Gray 167
Unit Owner, Unit Number

[Signature] #204
Unit Owner, Unit Number
Clinical Labs of Lincoln

A. J. Lane 218
Unit Owner, Unit Number

By Mary Ann #333
Unit Owner, Unit Number

[Signature]
Unit Owner, Unit Number

Richard Douglas 160
Unit Owner, Unit Number

Larry Blenkins 101
Unit Owner, Unit Number

Nannan Y. McClain
Unit Owner, Unit Number
Nails of South/Cosmetics, Inc.

SP Churn 318
Unit Owner, Unit Number

By E. Denis
Unit Owner, Unit Number

Thomas W. Quinn 312
Unit Owner, Unit Number

[Signature] #200
Unit Owner, Unit Number

The undersigned, being President and Secretary of Plaza Mall South Condominium Association, Inc., certify that the above signatures represent 100 percent of the unit owners of Plaza Mall South Condominium Property Regime, or their authorized representative, according to the records of Plaza Mall South Condominium Association, Inc.

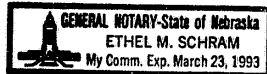
L. D. Beckenbach
President of Plaza Mall
South Condominium
Association, Inc.

J. B. Thorne
Secretary of Plaza Mall
South Condominium
Association, Inc.

STATE OF NEBRASKA)
) SS:
COUNTY OF LANCASTER)

On this 20th day of March, 1990, before me, the undersigned, a notary public, personally came L. D. Beckenbach, President of Plaza Mall South Condominium Association, Inc., to me personally known to be the President and the identical person whose name is affixed to the above document, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said corporation, and that the corporate seal of the corporation was thereto affixed by its authority.

WITNESS my hand and notarial seal on the date above written.



Ethel M. Schram
Notary Public

STATE OF NEBRASKA)
) SS:
COUNTY OF LANCASTER)

On this 22nd day of March, 1990, before me, the undersigned, a notary public, personally came J. B. Thorne, Secretary of Plaza Mall South Condominium Association, Inc., to me personally known to be the Secretary and the identical person whose name is affixed to the above document, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said corporation, and that the corporate seal of the corporation was thereto affixed by its authority.

WITNESS my hand and notarial seal on the date above written.



Georgette Wolters
Notary Public

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The Master Deed and Declaration of Plaza Mall South Condominium Property Regime was recorded as Instrument No. 83-3132 in the Office of the Register of Deeds of Lancaster County, Nebraska. The foregoing is an amendment to Exhibit "D" attached to said deed.

J.B. Thorpe
J.B. Thorpe, Secretary
Plaza Mall South Condominium Association

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