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MASTER DEED CREATING WINDSOR SQUARE CONDOMINIUM PROPERTY

THIS MASTER DEED AND DECLARATION made this 2nd day of April, 1982, by R.G.B. Co., a general partnership created under the Uniform Partnership Act of Colorado, William T. Kimball and Beverly Kimball, Husband and Wife, and Richard W. Smith and Patricia Lahr Smith, Husband and Wife, as owners of the real estate hereinafter described, for themselves, their heirs, personal representatives and assigns:

WITNESSETH:

1. Declaration of Purpose. The purpose of this Master Deed is to submit the lands herein described and the improvements built thereon to the condominium form of ownership and use in the manner provided by Sections 76-801 through 76-823, R.R.S. Nebraska (herein called "Condominium Act"), as such Act is amended to date of this Deed. The name by which this condominium is to be identified is WINDSOR SQUARE Condominium Property Regime.

2. Description of Land. The lands owned by said grantors which are hereby submitted to the condominium regime are described as follows:

LEGAL DESCRIPTION

Lots Seven (7), Eight (8), Nine (9), and the West Forty Feet (40') of Lot Ten (10), Block One Hundred Fifty (150), Original Plat, City of Lincoln, Lancaster County, Nebraska.

R.G.B. Co. said general partnership, and William T. Kimball and Richard W. Smith are sometimes herein called "Developers". Beverly Kimball, wife of William T. Kimball, and Patricia Lahr Smith, wife of Richard W. Smith, have signed this Master Deed only because each has a marital or statutory interest in said property, but neither is a part of the Developers.

3. Definitions. The terms used in this Master Deed and in the attached By-Laws of the Association of Co-Owners shall have the following meanings:

(a) "Association of Co-Owners" means all of the Co-Owners as defined in Paragraph (h), 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 Regime, elected as such in accordance with the By-Laws.

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

(d) "Common Elements", general and limited, means all parts of the Property other than the Units, as more fully set forth in Paragraph 6 of this Master Deed.

(e) "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 the 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.

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

(g) "Co-Owner" or "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.

(h) "Land" means the real property described above in this Master Deed, exclusive of the Building, containing approximately 2698 square feet.

(i) "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 Interests in the aggregate.

(j) "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.

(k) "Percentage Interest" means the percentage interest of each Unit in the Common Elements as set forth in Exhibit A attached hereto and made a part hereof.

(l) "Condominium Map" means the map of the entire Property and Building plans described in this Master Deed and recorded simultaneously with this Master Deed, such being identified as Exhibit B attached hereto and made a part hereof.

(m) "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.

(n) "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 regime provided they are not in conflict with the Condominium Property Act, the Master Deed and the By-Laws.

(o) "Unit" means an apartment as defined by the Condominium Property Act, and consists of any one of those parts of the Building which is separately described on the Condominium Map in Exhibit B attached hereto, as "Unit" followed by a number, and in Paragraph 5 of this Master Deed.

4. Description of Building, and Identification of Units. The condominium building will be three stories above ground plus a basement. The building will contain 36 living units (subject to a reduction in number in event some initially designed units are combined with another unit). Each story contains approximately 14,105 square feet. The basement will include a parking area, a whirlpool and exercise area, individual storage lockers and a separate mini-warehouse section.

Exhibit "A" lists all Units of the Building, their unit designations, location, approximate areas (all as shown more fully on the Map of the Condominium building, Exhibit "B"), 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 Master Deed, said values having been estimated by the Developer. The values set forth on Exhibit "A" are solely for the purposes of determining Percentage Interests of the Unit Co-Owners and their reported voting power in the Association of Co-Owners and shall not fix the fair market value of the Units for any other purposes.

5. 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 Condominium Map), 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 a closed position. In addition, included as part of 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 and air conditioner located within

such Unit, including any part of that air conditioner wherever located; (e) inner partitions, unless they are load-bearing walls; and (f) sinks, bathtubs and other plumbing fixtures, refrigerators, ovens, gas fireplace fixtures, and other appliances located in the Unit and serving solely the Unit, (g) balconies at patios shown on the Condominium Map as serving a particular Unit; (h) the loft area in those Units shown on the Condominium Map as having a loft area.

6. Common Elements. The general Common Elements of the condominium property are described as follows: the land on which the building stands including all of the land embraced within the legal description specified above; the exterior surfaces of the building (except for screening, window glass and entrance doors of each respective unit); the foundations, main walls, parking area and recreational area, roofs, yards (except that the yard area included within patios or the areas in balconies attached to each unit as delineated on the Condominium Map shall not be Common Elements); the drives, public walks, elevators, corridors, stairways, entrance foyer, work area for janitor and areas for lodging or use of persons hired to manage the building, and all parts of the property and improvements which are not located within the units as shown on the Condominium Map. Air conditioning equipment and heating units are not Common Elements but are part of each unit and shall be maintained and replaced as needed by each owner. Each unit owner shall be responsible for the repair, maintenance and replacement when reasonably necessary, of all screening, window glass, interior doors, and entrance doors to his Unit, and all stoves, refrigerators, fireplaces, compactors, and other appliances, and all sinks, bath tubs, toilets, washers, and other plumbing fixtures; it being understood that the only common area maintenance of an entrance door to any unit shall be the painting or finishing for the common hall side surface thereof.

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.

Limited Common Elements shall mean and include those Common Elements which are agreed upon by all the Co-Owners to be reserved for the use of a certain number of units to the exclusion of the other units.

7. Nature and Incidents of Unit Ownership.

(a) Interior of Units. Each owner shall have the exclusive right to paint, repaint, tile, wax, paper, carpet, or otherwise decorate the interior surfaces of the walls, ceilings, floors, and doors forming the boundaries of his unit and the surfaces of all walls, ceilings, floors, and doors within such boundaries.

(b) Maintenance of Units. Each owner shall keep the interior of his unit, including without limitation, interior walls, windows, screens, ceilings, floors, and permanent fixtures and appurtenances thereto, in a clean and sanitary condition and in a state of good repair. In the event that any such unit should develop an unsanitary or unclean condition or fall into a state of disrepair, and in the event that the owner of such unit should fail to correct such condition or state of disrepair promptly following written notice from the Association of Co-Owners, the Association of Co-Owners shall have the right, at the expense of the owner and without liability to the owner for trespass or otherwise, to enter said unit and correct or eliminate said unsanitary or unclean condition or state of disrepair. Notice will be given as set forth in the By-Laws of the Association of Co-Owners.

(c) Right to Combine Units. With the written consent of the Association (or of the Developer), two or more units may be utilized by the owner thereof as if they were one unit. If two or more units are so utilized by the Owner thereof, the basic value and percentage of common element ownership set forth on Exhibit "A" for the units so combined shall be increased accordingly. To the extent permitted in the written consent of the Association (or the Developer), any walls, floors, or other structural separations between any two such units, or any space which would be occupied by such structural separations but for the utilization of the two units as one unit, may, for as long as the two units are utilized as one unit, be utilized by the owner as limited common elements, except to the extent that any such structural separations are necessary or contain facilities necessary for the support, use or enjoyment of other parts of the building.

(d) No Partition. The Common Elements shall remain undivided and no Co-Owner or any other person shall bring any action for partition or division thereof, except in the event of the destruction or condemnation of more than three-fourths (3/4) of the Building.

(e) Separate Mortgages by Owners. Each owner shall have the right to mortgage or otherwise encumber his unit. However, no owner shall attempt to or shall have the right to mortgage or otherwise encumber the common elements or any part thereof except the undivided interest therein appurtenant to his unit. Any mortgage or other encumbrance shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions

of this Declaration shall be binding upon any owner whose title is derived through the foreclosure by private power of sale, judicial foreclosure, or otherwise.

(f) Mechanics Liens. No labor performed or material furnished for use in connection with any unit with the consent or at the request of an owner or his agent or sub-contractor shall create any right to file a statement of mechanic's lien against the unit of any other owner not expressly consenting to or requesting the same or against any interest in the common elements, except as to the undivided interests therein appurtenant to the unit of the owner for whom such labor shall have been performed and such materials shall have been furnished.

8. Encroachments. If any part of the Common Elements shall hereafter encroach upon any Unit, or if any Unit shall hereafter encroach upon any other Unit or upon any portion of the Common Elements or if any such encroachment shall occur during construction of the Building or 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.

9. Covenants, Conditions and Restrictions. In addition to all other provisions of this Master Deed, 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 other persons who use the property, including the persons who acquire the interest of any co-owner through foreclosure, enforcement or any lien or otherwise:

(a) Treatment of Common Elements. The common elements are for the use and enjoyment of all co-owners. The Association of Co-Owners 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 unit and inseparable from unit ownership. Assessments against co-owners for insurance, common element expenses and reserves and for other expenses incurred by the corporation shall be made pursuant to the By-Laws of the Association. Assessments paid within thirty days after the date when due shall not bear interest, but all sums not paid within said thirty-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 unit and in the property, and upon the recording of such lien by the Association in the Register of Deeds of Lancaster 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 unit and except prior duly recorded mortgage and lien instruments.

(b) Maintenance and Repair by Co-Owners. Each Co-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 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.

(c) Usage of Units. 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 changes in the units to be subdivided. The right is reserved by the Developer or its agent to use any unsold units for sale or display purposes.

(d) Avoidance of Annoying Occupancy. 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 rules or regulations of the Association.

(e) Conditions Relating to Sale or Lease. A unit owner may not sell or lease his unit or any interest therein without the prior approval of the Association as hereinafter provided. This provision shall not affect transfer by death but any person inheriting such unit shall be subject to these restrictions on subsequent transfer. An owner intending to make a sale or lease of his unit shall give the Association 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 thirty days after receipt of such notice, the Association shall by written notice to the owner either approve such purchase or lease or elect to either purchase the property for said price or either lease the property or furnish a substitute tenant for the property on the terms and for the price contained in said lease. If the Association elects to purchase or lease, closing shall be within thirty days thereafter. Failure of the Association to act within the first 30-day period shall be deemed an approval of the sale or lease, but only to the party thus identified and disclosed to the Association. The above provisions regarding approval of transfers shall not apply to acquisition of ownership through foreclosure of mortgage upon a unit. This provision shall not apply to the Developer, the Developer reserving the right to lease any of said units prior to their sale.

(f) Rights to Amend. Co-owners representing three-fourths or more of the total basic value of the entire condominium property, or Developer, prior to the time when 90% of the Units have been sold may, at any time, in writing duly acknowledged and recorded effect an amendment to this Master Deed and to the By-Laws and plans attached hereto as part of the Condominium Map.

(g) Termination of Condominium Regime. This condominium regime may be terminated or waived by written agreement of unit owners representing three-fourths or more in Percentage Interest of the total basic value of the condominium as a whole, which agreement shall be acknowledged and recorded in the office of the Register of Deeds and termination shall be effective as of recording date. Upon waiver of the Condominium Regime, the Co-Owners shall own the property as tenants in common with their respective percentage interests in the property to be the same as shown on Exhibit "A" attached hereto.

(h) Notices. All notices required hereby shall be in writing and sent by certified or registered mail -- 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. The Association.

(a) Windsor Square Condominium Association, Inc., (herein "Association"), a Nebraska non-profit corporation, has been incorporated to provide for the management of the project. The By-Laws of the Association are attached hereto, marked Exhibit "C" and made a part hereof by this reference.

(b) Each owner shall be entitled and required to be a member of the Association; membership shall begin immediately and automatically upon becoming an owner and shall terminate immediately and automatically upon ceasing to be an owner. If title to a unit is held by more than one person, the membership appurtenant to that unit shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which title to the unit is held. An owner shall be entitled to one membership for each unit owned by him. Each membership shall be appurtenant to the unit to which it relates and shall be transferred automatically by conveyance of that unit. Ownership cannot be separated from membership in the Association appurtenant thereto, and a transfer, encumbrance, gift, devise, bequest, or other conveyance of a unit shall be construed to be a transfer, encumbrance, gift, devise, bequest, or other conveyance respectively, of the owner's membership in the Association and the rights appurtenant thereto.

(c) The voting power appurtenant to each respective unit as shown in Exhibit "A" is attached hereto. The voting power appurtenant to each unit as shown in Exhibit "A" shall have a permanent character and shall not be altered without the written consent of all owners expressed in an amendment to this Declaration duly recorded.

11. Certain Rights and Obligations of the Association.

(a) The Common Elements. The Association subject to the rights and duties of the owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the common elements and all improvements thereon, and shall keep the same in good, clean, attractive, safe and sanitary condition, order and repair; provided, however, that each owner of a unit shall keep the limited common elements, if any, appurtenant to his unit in a good, clean, safe, sanitary and attractive condition. All goods and services procured by the Association in performing its responsibilities shall be paid for with funds from the owners' assessments as herein provided.

(b) Miscellaneous Goods and Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the project or the enforcement of this Declaration. The Association may acquire and pay for water, sewer, garbage collection, electrical, gas and other necessary utility services for the common elements and the units to the extent not separately metered, and insurance, bonds, and other goods and services common to the units.

(c) Rules and Regulations. The Association may make reasonable Rules and Regulations governing the use of the units and common elements, which Rules and Regulations shall be consistent with the rights and duties established in this Declaration. The Association may take judicial action against any owner to enforce compliance with such Rules and Regulations or other obligations of owner arising hereunder, or to obtain damages for noncompliance, all to the fullest extent permitted by law.

(d) Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege, including, without limitation, the right to establish reserves or sinking funds for replacement or refurbishing of common elements, or the right to add new facilities or enlargement of land holdings when directed by a majority vote of the Co-Owners.

(e) Limitation on Association's Liability. The Association shall not be liable for any failure of water service or other service to be obtained and paid for by the Association hereunder, or for injury or damage to persons or property caused by any common element or by another Co-Owner of a Unit, or by any person on the property, or resulting from electricity, or from water, rain, snow, or ice which may leak or flow from outside or from any parts of the Condominium building, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place, unless caused by the gross negligence of the Association. No diminution or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs, maintenance, or improvements to the project, or any part thereof, or from any action taken to comply with any law, ordinance, or orders of a governmental agency.

12. Assessments.

(a) Each owner, including Declarant, by acceptance of conveyance and transfer, covenants with the Association and with each other owner to pay all assessments provided for herein or in the By-Laws attached hereto. Such assessments shall provide for the payment of expenses arising out of or connected with the maintenance and operation of the common elements and utility services and other common items to the units. Expenses may include: expenses of management; taxes and special assessments unless or until units are separately assessed; premiums for insurance required or permitted to be carried by the Association; repairs and maintenance; wages; utility charges; legal and accounting fees; creation of reasonable contingency or reserve funds; and any other expenses which may be incurred by the Association for the benefit of all the owners or by reason of this Master Deed or Declaration.

(b) In addition to other assessments authorized herein or in the By-Laws, the Association may levy against any owner an assessment for the purpose of paying the cost of repairing, cleaning or otherwise correcting any damage to units or common elements caused by intentional or negligent acts or omissions of any owner, his family, guests, invitees or licensees, and not otherwise covered by insurance carried by the Association.

(c) Failure of the Association to timely fix or give notice of the assessments shall not be deemed a waiver or modification in any respect of this Master Deed or a release of the owner from the obligation to pay assessments or any installment thereof for the current or subsequent year.

13. Insurance. The Association shall obtain and keep in full force and effect the insurance coverage as required in the By-Laws. The following provisions relating to insurance shall also apply to the Association:

(a) The provisions of the By-Laws shall not be construed as limiting the power or authority of the Association to obtain and maintain insurance in such amounts, and covering such risks and hazards, as the Association shall deem appropriate from time to time.

(b) All policies of insurance, where applicable, shall:

1. Name the Association, the owners of the units, and any mortgagee of the project, as their interests may appear.
2. Provide for the certificate of coverage for each owner.
3. Provide for ten days' notice prior to cancellation.
4. Eliminate any rights of contribution with insurance purchased by owners or their mortgagees.
5. Provide for waiver of subrogation as to any claim against the Association or owners, and their respective servants, agents and guests.

14. Consequences of Condemnation. If at any time or times during the continuance of condominium ownership pursuant to this Declaration, all or any part of the project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply:

(a) Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award", shall be payable to the Association.

(b) Complete Taking. In the event that the entire project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each owner shall be entitled to a share of the condemnation award to be determined in the following manner: As soon as practicable, the Association shall, reasonably and in good faith, allocate the condemnation award between compensation, severance damages, or other proceeds, and shall apportion the amounts so allocated among and pay the same to the owners as follows:

1. The total amount allocated to taking of or injury to the common elements shall be apportioned among all owners in proportion to their respective percentage interest in the common elements.

2. The total amount allocated to severance damages shall be apportioned to those units which were not taken or condemned.

3. The respective amounts allocated to the taking of or injury to a particular unit shall be apportioned to the particular unit involved.

4. The total amount allocated to consequential damages or any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation award the Association shall employ such allocation to the extent it is relevant and applicable.

5. Distribution of apportioned proceeds shall be made by checks payable jointly to the respective owners and their respective mortgagees, as applicable.

(c) Reorganization. In the event a partial taking results in the taking of a complete unit, the owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the ownership, voting rights, and assessment ratio in accordance with the Condominium Act.

(e) Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in the By-Laws for damage or destruction of the project, or any part thereof.

15. Registration of Mailing Address. Each owner shall register from time to time with the Association his current mailing address and all notices or demands intended to be served upon any owner may be sent by first class U.S. mail, postage prepaid, addressed to the name of the owner at such registered mailing address, or, if no address has been registered, to the unit of such owner. All notices or demands intended to be served upon the Association may be sent by first class U.S. mail, postage prepaid, addressed to the Association at its offices, Lincoln, Nebraska or to such other address as the Association may hereafter furnish to the owners in writing. Any notice or demand referred to in this Declaration shall be deemed given when deposited in the U.S. mail in the method provided for in this paragraph.

16. Audit. Any owner may at any reasonable time, upon appointment, and at his own expense cause an audit or inspection to be made of the books and records maintained by the Association. The Association, as a common expense shall obtain an annual audit, by a certified public accounting firm, of all books and records pertaining to the Association.

17. Interpretation.

(a) Intent and Purpose. The provisions of this Declaration and any supplemental or amended declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium. Failure to enforce any provision, restriction, covenant, or condition in this Declaration or in any supplemental or amended declaration shall not operate as a waiver of any such provisions, restrictions, or conditions or of any other provisions, restrictions, covenants or conditions.

(b) Construction. The provisions of this Declaration shall be in addition and supplemental to the Condominium Act and to all other provisions of law. Wherever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define, or otherwise affect the content, meaning, or intent of this Declaration or any paragraph, subparagraph, or provision hereof. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

18. Units Subject to Declaration and By-Laws. All present and future owners, tenants and occupants of units shall be subject to and shall comply with the provisions of this Declaration and the By-Laws as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into a lease or occupancy of any unit shall constitute an agreement that the provisions of this Declaration and the By-Laws as they may be amended from time to time are accepted and ratified by such owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provision were recited and stipulated at length in each and every deed or conveyance or lease thereof.

IN WITNESS WHEREOF, the Developers and Beverly Kimball wife of William T. Kimball, and Patricia Lahr Smith wife of Richard W. Smith, have executed this Master Deed and Declaration by affixing their signatures this 2nd day of April, 1982.

DEVELOPERS: William T. Kimball
WILLIAM T. KIMBALL

Richard W. Smith
RICHARD W. SMITH

R.G.B. Co., a partnership,
By Robert G. Boekel
Robert G. Boekel, General Partner
of R.G.B. Co.

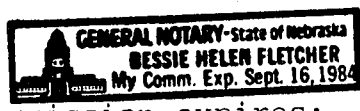
SPOUSES: Beverly Kimball
BEVERLY KIMBALL

Patricia Lahr Smith
PATRICIA LAHR SMITH

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

On this 2nd day of April, 1982, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said county and state, personally came, WILLIAM T. KIMBALL, to me known to be the identical person whose name is affixed to the foregoing instrument as one of the Developers, and acknowledged the execution of the same to be his voluntary act and deed.

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



Bessie Helen Fletcher
Notary Public

My Commission expires: Sept. 16, 1984.

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

On this 2nd day of April, 1982, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said county and state, personally came, RICHARD W. SMITH, to me known to be the identical person whose name is affixed to the foregoing instrument as one of the Developers, and acknowledged the execution of the same to be his voluntary act and deed.

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



Bessie Helen Fletcher
Notary Public

My Commission expires: Sept. 16, 1984.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

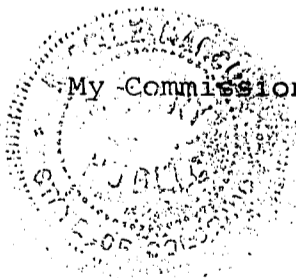
On this 29th day of March, 1982, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said county and state, personally came, ROBERT G. BOEKEL, a general partner of R.G.B. CO., a general partnership, created under the Uniform Partnership Act of Colorado, to me known to be the identical person whose name is affixed to the foregoing instrument as general partner of R.G.B. CO., a partnership which is one of the Developers, and acknowledged the execution of the same to be his voluntary act and deed and the voluntary act and deed of said partnership.

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

Robert G. Boekel
Notary Public

My Commission expires: APRIL 19, 1983.

410 17th ST STE. 1270
DENVER, CO 80202



(MASTER DEED)

EXHIBIT 'A' WINDSOR SQUARE CONDOMINIUM

ALL UNITS LISTED BELOW HAVE THE STREET ADDRESS OF 1300 'G' STREET,
LINCOLN, NEBRASKA 68508

<u>FLOOR</u>	<u>WING</u>	<u>FLOOR PLAN</u>	<u>UNIT No.</u>	<u>APPROX AREA</u> (Sq.Ft.)	<u>CONDOMINIUM VALUE</u>	<u>PERCENTAGE INTEREST</u>	<u>DEVELOPERS CODING</u>	
First	West	A-1	101W	853	55,445	0.0206539	0651	
First	West	B	102W	1085	81,375	0.0303131	0751	
First	West	C	103W	1171	81,970	0.0305348	0701	Note 1
First	West	D	104W	1005	70,350	0.0262062	0701	Note 1
First	West	E	105W	985	66,980	0.0249508	0681	Note 1
First	West	F	106W	1067	76,824	0.0286178	0721	
First	East	A	101E	1115	79,165	0.0294899	0711	
First	East	B	102E	1085	83,545	0.0311215	0771	
First	East	C	103E	1171	83,141	0.0309710	0711	Note 2
First	East	D	104E	1005	71,355	0.0265805	0711	Note 2
First	East	E	105E	945	67,095	0.0249936	0711	Note 2
First	East	F	106E	1067	75,757	0.0282203	0711	
					\$893,002	0.3326534		
Second	West	A	201W	1115	70,245	0.0261671	0632	
Second	West	B	202W	1085	78,120	0.0291006	0722	
Second	West	C	203W	1171	76,115	0.0283537	0652	
Second	West	D	204W	1005	64,320	0.0239599	0642	
Second	West	E	205W	985	60,085	0.0223823	0612	
Second	West	F	206W	1067	69,355	0.0258355	0652	
Second	East	A	201E	1115	70,245	0.0261671	0632	
Second	East	B	202E	1085	80,290	0.0299089	0742	
Second	East	C	203E	1171	77,286	0.0287899	0662	Note 3
Second	East	D	204E	1005	65,325	0.0243343	0652	Note 3
Second	East	E	205E	945	59,535	0.0221775	0632	Note 3
Second	East	F	206E	1067	70,422	0.0262330	0662	
					\$841,343	0.3134098		
Third	West	A	301W	1115	78,050	0.0290745	0703	
Third	West	B	302W	1085	81,375	0.0303131	0753	

EXHIBIT 'A' CONTINUED

FLOOR	WING	FLOOR PLAN	UNIT No.	APPROX AREA (Sq.Ft.)	CONDOMINIUM VALUE	PERCENTAGE INTEREST	DEVELOPERS CODING
Third West	C		303W	1193			0703
			Includes Loft Bedroom	192			0353
			Total	1385	90,230	0.0336117	
Third West	D		304W	1005			0703
			Includes Library Loft	95			0353
			Total	1100	73,675	0.0274448	
Third West	E		305W	985			0683
			Includes Loft Bedroom	180			0353
			Total	1165	73,280	0.0272976	
Third West	F		306W	1067	74,690	0.0278229	0703
Third East	A		301E	1115	79,165	0.0294899	0713
Third East	B		302E	1085	83,545	0.0311215	0773
Third East	C		303E	1193			0713
			Includes Loft Bedroom	192			0353
			Total	1385	91,425	0.0340568	
Third East	D		304E	1005			0713
			Includes Library Loft	95			0353
			Total	1100	74,680	0.0278191	
Third East	E		305E	985			0693
			Includes Loft Bedroom	180	74,265	0.0276646	
Third East	F		306E	1067	75,757	0.0282203	0713
					\$950,137	0.3539368	
			TOTAL CONDOMINIUM VALUE		<u>\$2,684,482</u>	1.0000000	

OPTIONAL COMBINATION UNITS

First West	C-D	103-4W	1675	117,050	0.0436025	06988
First West	D-E	104-5W	1485	102,250	0.0380893	06886
First East	C-D	103-4E	1675	118,574	0.0441701	07079
First East	D-E	104-5E	1485	103,017	0.0383750	06937
Second West	C-D	203-4W	1675	107,532	0.0400748	06420 Note 4
Second West	D-E	204-5W	1485	92,898	0.0346211	06256 Note 4
Second East	C-D	203-4E	1675	108,060	0.0402536	06451
Second East	D-E	204-5E	1485	94,086	0.0350481	06336

Notes to Exhibit "A"

Attached to Master Deed

Note (1)

Units 103W, 104W, and 105W were combined, during construction, into combination units 103-4W and 104-5W, and the Aggregate Condominium Value and Percentage Interest stated on Exhibit "A" for those three units were distributed to Combination Units 103-4W and 104-5W.

Note (2)

Units 103E, 104E, and 105E were combined during construction, into combination units 103-4E and 104-5E, and the Aggregate Condominium Value and Percentage Interest stated on Exhibit "A" for those three units were distributed to Combination Units 103-4E and 104-5E.

Note (3)

Units 203E, 204E, and 205E were combined during construction, into combination units 203-4E and 204-5E, and the Aggregate Condominium Value and Percentage Interest stated on Exhibit "A" for those three units were distributed to Combination Units 203-4E and 204-5E.

Note (4)

These units were never combined during construction and do not exist in the building as originally constructed.

BY-LAWS
OF
WINDSOR SQUARE CONDOMINIUM ASSOCIATION, INC.
and of
WINDSOR SQUARE CONDOMINIUM PROPERTY REGIME

The name of the corporation shall be WINDSOR SQUARE CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as the "Association").

ARTICLE I

OBJECT AND DEFINITIONS

Section 1.1. Purpose. The purpose for which this Association is formed is to govern the condominium property situate in the County of Lancaster, State of Nebraska, which property is described as follows: Lots Seven (7), Eight (8), Nine (9), and the West 40 feet of Lot Ten (10), Block One Hundred Fifty (150). Such property has been submitted to the provisions of the Condominium Property Act of the State of Nebraska, Section 76-801 to 76-823 [Reissue 1976] as amended to date, by a Declaration entitled Master Deed and Declaration (hereinafter referred to as the "Declaration").

Section 1.2. Assent. All present or future co-owners, tenants, future tenants, or any other person using the facilities of the project in any manner are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the condominium apartments (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units shall constitute ratification of these By-Laws.

Section 1.3. Definitions. Unless otherwise specified, all the terms used herein shall have the same meaning in these By-Laws as such terms have in the Declaration. The terms co-owners, owners, and members as used herein shall be synonymous.

ARTICLE II

MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 2.1. Membership. The total number of memberships shall not exceed the number of condominium units. Any person on

becoming a co-owner of a condominium unit shall automatically become a member of this Association and be subject to the provisions of the Articles of Incorporation, to these By-Laws, to the Declaration, and to the Rules and Regulations duly adopted by the Association. Such membership shall terminate without any Association action whenever such person ceases to own a condominium unit, but such termination shall not relieve or release any such co-owner from any liability or obligation incurred under or in any connection with the Association during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Administrators of the Association or others may have against such former co-owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Administrators may, if it so elects, issue one membership card to the co-owner(s) of a condominium unit. Such membership card shall be surrendered whenever ownership of the condominium unit designated thereon shall terminate.

Section 2.2. Classes of Membership. There shall be one class of membership.

Section 2.3. Majority of Unit Owners. As used in these By-Laws the term "majority of unit owners" shall mean those co-owners of more than fifty percent (50%) of the aggregate Percentage Interest of all co-owners in the undivided ownership of the general common elements.

Section 2.4. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of unit owners" as above defined shall constitute a quorum. An affirmative vote of a majority of the unit owners present, either in person or by proxy, shall be required to transact business; provided, however, that no business shall be transacted unless a minimum of thirty percent (30%) of all of the co-owners, either in person or by proxy, vote affirmatively, and no manager shall be removed unless a majority of unit owners vote affirmatively therefor.

Section 2.5. Proxies. Votes may be cast in person or by proxy. Proxies shall be in writing and the signatures must be witnessed or acknowledged. Proxies must be filed with the Secretary before the appointed time of each meeting. No proxy shall be valid for a period longer than 11 months after the date thereof.

Section 2.6. Voting by Mail. The Board of Administrators may decide that voting of the members of the Association shall be by mail with respect to any particular election of the members of the Board of Administrators; or with respect to adoption of any proposed amendment to the Articles of Incorporation or adoption of a proposed plan or merger, consolidation, or dissolution.

In case of election of Administrators by mail, the existing Board of Administrators shall advise the Secretary in writing of the names of proposed Administrators sufficient to constitute a full Board of Administrators and of a date at least thirty (30) days after such advice is given to the Secretary by which all votes are to be received. The Secretary within 5 days after such advice is given by the Board of Administrators shall give written notice to all co-owners of the number of Administrators to be elected and of the names of the nominees and of the date the votes are to be received. The notice shall state that any co-owner may nominate an additional candidate or candidates, not to exceed the number of Administrators to be elected, by notice in writing from the co-owner to the Secretary at the specified address of the principal office of the corporation, to be received by the Secretary on or before 15 days after the date the notice was given by the Secretary to all co-owners. Within 5 days thereafter, the Secretary shall give written notice to all co-owners stating the number of Administrators to be elected, stating that each co-owner may cast a vote by mail and restating the date established by the Board of Administrators by which such votes must be received by the Secretary at the address of the principal office of the corporation, which shall be specified in the notice. Votes received after that date shall not be effective. All persons elected as Administrators pursuant to such an election by mail shall take office effective on the date specified in the notice for receipt of such votes.

In the case of a vote by mail relating to any proposed amendment to the Articles of Incorporation or adoption of a proposed plan of merger, consolidation, or dissolution, the Secretary shall give written notice to all co-owners which notice shall include a proposed written resolution setting forth a description of the proposed action, and shall state that such persons are entitled to vote by mail for or against such proposal and stating a date not less than 20 days after the date such notice shall have been given on or before which all votes must be received and stating that they must be sent to the specified address of the principal office of the corporation. Votes received after that date shall not be effective. Any such proposal shall be adopted if approved as provided in the Master Deed (Paragraph 9(f) and (g)).

Delivery of a vote in writing to the principal office of the corporation shall be equivalent to receipt of a vote by mail at such address for the purpose of this Section 2.6.

ARTICLE III

ADMINISTRATION, MEETINGS OF MEMBERS

Section 3.1. Association Responsibilities. The co-owners will have the responsibility of administering the project through a Board of Administrators.

Section 3.2. Place of Meetings. Meetings of the Association shall be held at such place as the Board of Administrators may determine.

Section 3.3. Annual Meetings. Promptly after the thirty-third (33rd) Unit has been sold by the Developer and such sale has been closed or three (3) years from the date of filing the Master Deed (whichever event shall occur first), the Developer shall notify the co-owners of the Units, and the first annual meeting of the Association of Co-Owners shall be held within 30 days thereafter on a call issued by the President. At such meeting the persons designated by the Developer shall resign as members of the Board of Administrators, and all of the co-owners, including the Developer if the Developer owns any Unit or Units, shall elect a new Board of Administrators. Thereafter, the annual meetings of the Association of Co-Owners shall be held on the 2nd Tuesday of March of each succeeding year. At such annual meetings the Board of Administrators shall be elected by ballot of the co-owners in accordance with the requirements of these By-Laws; provided, however, that elections by mail may be directed by the Board of Administrators to be used under Section 2.6 of Article II of these By-Laws. The Association of Co-Owners may transact such other business at such meetings as may properly come before them. Until such first annual meeting, the Developer shall be entitled to elect all of the members of the Board of Administrators.

Section 3.4. Special Meetings. The President shall call a special meeting of the owners when so directed by resolution of the Board of Administrators or upon presentation to the Secretary of a petition signed by a majority of the unit owners. No business shall be transacted at a special meeting except as stated in the notice unless by consent of the co-owners or three-fourths of the general common elements, either in person or by proxy.

Section 3.5. Notices. Notices of annual and special meetings shall be given by the President or Secretary of the Association by regular mail addressed to the registered addresses of the co-owners of the units at least 5 days prior to the date set for such meeting. Any such notice shall state the date, time and place of the meeting and if the meeting is a special meeting, the purposes thereof. Waiver of notice, either in person or by proxy, and signed either before, at or after any meeting, shall be a valid substitute for service. The certificate of the President or Secretary that notice was duly given shall be prima facie evidence thereof.

Section 3.6. Adjourned Meeting. If any meeting of the co-owners cannot be organized because a quorum has not attended, the co-owners who are present either in person or by proxy, may adjourn the meeting to a time not less than twenty-four hours from the time the original meeting was called.

Section 3.7. Order of Business. The order of business at all meetings of the co-owners of units shall be as follows:

- A. Roll call
- B. Proof of notice of meeting or waiver of notice.
- C. Reading of minutes of preceding meeting.
- D. Reports of officers.
- E. Reports of committees.
- F. Election of Administrators (when so required).
- G. Unfinished business.
- H. New business.

ARTICLE IV

BOARD OF ADMINISTRATORS (Powers and Meetings)

Section 4.1. Number and Qualification. The affairs of this Association shall be governed by a Board of Administrators composed of not less than three nor more than seven persons. The initial Board shall consist of three members. The initial Board members shall be William T. Kimball, Richard W. Smith, and Robert G. Boekel, who shall act in such capacity and shall manage the affairs of the Association until their successors are elected.

Section 4.2. Powers and Duties. The Board of Administrators shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the condominium project.

Section 4.3. Other Powers and Duties. The Board of Administrators shall be empowered and shall have the following duties:

- A. To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration referred to in Section 1.1.
- B. To establish, make and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use and occupancy of this condominium project with the right to amend same from time to time. Such rules and regulations may include provisions regarding the exclusion of any and all animals from the project or the limitation and control of animals. Such rules and regulations

may also include provisions regarding the operating policies, including but not limited to, policies as to noise limitation, limitations of occupancy by children as there be very limited play areas, financial capability of occupants or owners, and the rental of units. The Board shall have the power to designate an exclusive rental agent for any rentals.

- C. To keep, or cause to be kept, in good order, condition and repair all of the general and limited common elements and all items of common personal property, if any.
- D. To insure and keep insured all of the insurable general common elements of the property (and also fixtures, interior walls and partitions, decorated and finished surfaces of perimeter walls, floors and ceilings, doors, windows and other elements or materials comprising a part of the apartment units) in an amount equal to their maximum replacement value. The Board of Administrators shall determine such replacement value at least annually and in so doing may employ such experts as the Board may feel necessary. Further, to obtain and maintain comprehensive liability insurance covering the entire premises in amount of \$500,000.00 per person bodily injury and property injury combined, with an annual aggregate limit of \$500,000.00. To insure and keep insured all of the fixtures, equipment and personal property acquired by the Association for the benefit of the Association and the owners of the condominium units and their mortgagees.
- E. To fix, determine, levy and collect the prorated assessments to be paid by each of the co-owners towards the gross expenses of the entire premises and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments. The Board of Administrators, or its agent, may establish any reasonable system for collection periodically of common expenses, in advance or arrears as deemed desirable. Initially assessments for the estimated common expenses on an annual basis shall be made by the Board and shall be payable in equal monthly installments in advance on the first day of each month. At the end of each calendar year the Board shall determine actual expenses and either assess each co-owner or credit against the next ensuing month, as the case may be.

Assessments made shall be based upon the estimated cash requirements deemed to be such aggregate sum as the Board shall from time to time determine to be paid by all of the co-owners. Estimated expenses include the costs of maintenance and operation of the general common elements, expenses of management, taxes and special assessments unless separately assessed, insurance premiums for insurance coverage as deemed desirable or necessary by the Board, landscaping and care of grounds, common lighting, repairs and renovations, wages, common water and utility charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Board of Administrators or the Administrators under or by reason of the Declaration, payment of any deficit remaining from a previous assessment period, the creation of a reasonable contingency or other reserve or surplus fund as well as other costs and expenses relating to the general common elements. All assessments shall be in an itemized statement form, shall set forth in reasonable detail the various expenses for which the assessments are being made and shall be mailed to the registered mailing address of the co-owner not later than ten (10) days prior to the date such assessment is payable.

- F. To collect delinquent assessments by suit, foreclosure or otherwise and to enjoin or seek damages from a co-owner as is provided in the Declaration and these By-Laws.
- G. To protect and defend the entire premises from loss and damage by suit or otherwise.
- H. To borrow funds and to execute all such instruments evidencing such indebtedness. Any such indebtedness shall be the several obligation of all of the co-owners only in the same proportion as their interest in the general common elements.
- I. To enter into contracts within the scope of their duties and powers.
- J. To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Administrators.
- K. To keep and maintain full and accurate books and records showing all of the receipts, expenses or dis-

bursements and to permit examination thereof at any reasonable time by each of the co-owners.

- L. To prepare and deliver annually to each co-owner a statement showing in at least summary form all receipts, expenses or disbursements since the last such statement.
- M. To meet at least semiannually.
- N. To designate the personnel necessary for the maintenance and operation of the general and limited common elements.
- O. In general to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the common aspects of condominium ownership.

Section 4.4. Management Agent. The Board of Administrators may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 4.3. hereof.

Section 4.5. Election and Term of Office. The members of the initial Board shall serve until the first election at the initial annual meeting occurring after the conditions set forth in Section 3.3. in these By-Laws have been met.

Section 4.6. Vacancies. Vacancies in the Board of Administrators caused by any reason other than the removal of a member of the Board of Administrators by a vote of the Association shall be filled by vote of the majority of the remaining board members, even though they may constitute less than a quorum; and each person so elected shall be a member of the Board of Administrators until a successor is elected at the next annual meeting of the Association.

Section 4.7. Removal of Board Members. At any regular meeting or at any special meeting called for that purpose, any member on the Board of Administrators may be removed, without cause, by a majority of all of the unit owners as defined herein, and a successor may then and there be elected to fill the vacancy thus created. Any board member whose removal has been so proposed by the co-owners shall be given an opportunity to be heard at the meeting.

Section 4.8. Organization Meeting. The first meeting of a newly-elected Board of Administrators to be selected by the co-owners shall be held immediately following the election of the board members at the initial annual meeting occurring after the conditions set

forth in Section 3.3. in these By-Laws have been met, and no notice shall be necessary to the newly elected members of the Board of Administrators in order legally to constitute such meeting. Thereafter, the first meeting of each newly-elected Board of Administrators shall be held immediately following the annual meeting of the Association with no further notice of the Board's meeting being required for the Board's annual meeting.

Section 4.9. Regular Meetings. Regular meetings of the Board of Administrators may be held at such time and place as shall be determined, from time to time, by a majority of the board members, but at least two such meetings shall be held during each fiscal year and one such meeting shall be held immediately following the annual meeting of co-owners. Notice of regular meetings of the Board of Administrators shall be given to each Administrator, personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting.

Section 4.10. Special Meetings. Special meetings of the Board of Administrators may be called by the President on three days' notice to each board member, given personally, or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board of Administrators shall be called by the President or Secretary in like manner and on like notice on the written request of at least two members of the Board of Administrators.

Section 4.11. Waiver of Notice. Before, at or after any meeting of the Board of Administrators, any board member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the board members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.12. Quorum. At all meetings of the Board of Administrators, a majority thereof shall constitute a quorum for the transaction of business, and the acts of the majority of the board members present at a meeting at which a quorum is present shall be the acts of the Board of Administrators. If, at any meeting of the Board of Administrators, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4.13. Fidelity Bonds. The Board of Administrators may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 4.14. Compensation. No board member shall receive any compensation from the Condominium Property Regime for acting as a board member.

ARTICLE V

OFFICERS

Section 5.1. Designation. The officers of the Association shall be a President, Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Administrators.

Section 5.2. Election of Officers. The officers of the Association shall be elected annually by the Board of Administrators at the organization meeting of each New Board and shall hold office at the pleasure of the Board. Any person may hold concurrently any two offices, except that the same person may not concurrently hold the offices of President and Secretary. The office of Vice-President need not be filled.

Section 5.3. Removal of Officers. Upon an affirmation vote of a majority of the members of the Board of Administrators, any officer may be removed, with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

Section 5.4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and the Board of Administrators. He shall have all of the general powers and duties which are usually vested in the office of the President of a nonprofit corporation, including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5.5. Vice-President. A Vice-President shall have all the powers and authority and perform all of the functions and duties of the President in the absence of the President or his inability for any reason to exercise such powers and functions or perform such duties.

Section 5.6. Secretary. The Secretary shall keep the minutes of the meetings of the Board of Administrators and minutes of meetings of the Association; he shall have charge of such books and papers as the Board of Administrators may direct; and he shall in general perform all the duties incident to the office of Secretary. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their registered mailing addresses. Such list shall also show opposite

each member's name the number or other appropriate designation of the unit owned by such member. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

Section 5.7. Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Administrators.

Section 5.8. Assistant Secretary. The Board of Administrators may appoint one or more Assistant Secretaries to perform all of the duties of the Secretary in the absence of the Secretary.

Section 5.9. Assistant Treasurer. The Board of Administrators may appoint one or more Assistant Treasurers to perform all of the duties of the Treasurer in the absence of the Treasurer.

ARTICLE VI
INDEMNIFICATION

The corporation shall indemnify against loss or liability any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an incorporator, member of the Board of Administrators, officer, employee or agent of the corporation against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The foregoing right to indemnification shall include a right to defense against any such alleged liability, and to reimbursement of the amounts paid and expenses incurred in settling, compromising or otherwise adjusting any such action, suit or proceeding, when such disposition thereof appears to be in the best interests of the corporation, and such right of indemnification shall not be exclusive of, but shall specifically include all other rights to whom such incorporator, member of the Board of Administrators, officer, employee or agent of the corporation may be entitled as a matter of law.

ARTICLE VII

OBLIGATIONS OF THE OWNERS

Section 7.1. Assessments. Except as otherwise provided in all the Condominium Declaration, all co-owners shall be obligated to pay the periodic assessments imposed by the Association to meet the common expenses, and payment thereof shall be made not later than on the tenth (10th) day following the mailing of the assessment statement to the registered mailing address of the co-owner. The assessments shall be made prorata according to percentage interest in and to the general common elements and shall be due monthly in advance. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members, within the meaning of these By-Laws, if, and only if, he shall have fully paid all assessments made or levied against him and the condominium unit owned by him.

Section 7.2. Maintenance and Repair.

A. Except as may be provided in the Declaration, every co-owner must perform promptly at his own expense all maintenance and repair work within his own condominium unit and limited common elements which if omitted would affect the project in its entirety or any part belonging to another co-owner.

B. All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, sanitary installations, doors, window, window panes, electrical fixtures and all other accessories, equipment and fixtures including heating and air conditioning equipment belonging to the unit and including appurtenant limited common elements shall be at the co-owner's expense.

C. A co-owner shall be obligated to reimburse the Association or another co-owner upon receipt of a statement for any expenditures incurred by the Association or other unit owner or both in repairing, replacing or restoring any general common elements or the interior or any part of a condominium unit damaged as a result of negligent or other tortious conduct of such co-owner, his agent, employee, invitee, licensee or tenant.

Section 7.3. Mechanic's Lien. Each co-owner agrees to indemnify and to hold each of the other co-owners harmless from any and all claims of mechanic's lien filed against other condominium units and the appurtenant general common elements for labor, materials, services or other products incorporated in the co-owners condominium unit. In the event suit for foreclosure of mechanic's lien is commenced, then within ninety (90) days thereafter such co-owner shall be required to deposit with the Association cash or negotiable securities equal to one and one-half times the amount of such claim.

Such sum or securities shall be held by the Association pending final adjudication or settlement of the claim or litigation. Disbursements of such funds or proceeds shall be made by the Association to insure payment of or on account of such final judgment or settlement. Any deficiency shall be paid forthwith by the subject co-owner, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the co-owner and a lien against his condominium unit which may be foreclosed as is provided in the Declaration.

Section 7.4. General.

A. Each co-owner shall comply strictly with the provisions of the Declaration.

B. Each co-owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which the Condominium project was built.

Section 7.5. Use of Units; Internal Changes.

A. Units shall be utilized for such purposes only as may be permitted in the Declaration.

B. A co-owner shall not make structural modifications or alterations to his unit or installations located therein without the prior written approval of the Board of Administrators.

Section 7.6. Use of General Common Elements.

A. Each owner shall use the general common elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other co-owners.

Section 7.7. Right of Entry.

A. A co-owner shall permit the Managing Agent or other person authorized by the Board of Administrators the right of access to the co-owner's unit and appurtenant common elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of the common elements, or at any time deemed necessary by the Managing Agent or Board of Administrators for the making or emergency repairs or to prevent damage to any of the common elements.

B. A co-owner shall permit other co-owners, or their representatives to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and

that such entry is at a time convenient to the co-owner. In case of an emergency, such right of entry shall be immediate.

Section 7.8. Rules and Regulations.

A. No co-owner of the condominium project shall post any advertisement or posters of any kind in or on the project except as authorized by the Association.

B. Co-owners, tenants or employees shall not throw garbage or trash outside the disposal installations provided for such purposes.

C. No co-owner, tenant or lessee shall install wiring for electrical or telephone installation, television antenna, machines or air conditioning units on the exterior of the project or that protrude through the walls or the roof of the project except as expressly authorized by the Association.

D. No co-owner shall carry on any usage of his unit or any common element which disturbs the occupants of other units. For example, loud noises shall be avoided. No more than one moderate-sized animal pet is permitted per unit subject to order of prohibition by the Board if the Board deems the particular pet offensive to others; no more than four persons shall reside in any unit at any time. The condominium is not suitable as a residence for children under 17 except for infant children.

E. Additional rules and regulations or amendments thereto may be made by the Board of Administrators from time to time.

Section 7.9. Destruction or Obsolescence. Each co-owner shall at the option of the Board of Administrators, upon becoming a co-owner of a condominium unit, execute a power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to maintain, repair and improve the building and general and limited common elements, and to deal with the co-owner's condominium unit upon its destruction or obsolescence and regarding insurance proceeds as is provided in the Declaration. The purpose of such execution shall be more fully to evidence such appointment, but failure to execute such power of attorney shall in no way derogate from the appointment provided in the Declaration.

ARTICLE VIII

By-Laws

Section 8.1. Amendments. These By-Laws may be amended by the Board of Administrators at a duly constituted meeting for such purpose or at a meeting of co-owners called for such purpose and approved by co-owners representing an aggregate interest of at least three-fourth percent (75%) of the general common elements. The

notice of such meeting shall contain a summary of the proposed changes or a copy of such proposed changes. The Developer may amend the By-Laws as provided in the Declaration (paragraph 9(f)).

ARTICLE IX

MORTGAGES

Section 9.1. Notice to Association. A co-owner who mortgages his unit shall notify the Association through the Managing Agent, if any, or the President of the Board of Administrators, giving the name and address of his mortgagee. The Association shall maintain such information in a book or list entitled "Mortgagees of Units."

Section 9.2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

ARTICLE X

EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS AND REQUIRED PROXIES

Section 10. 1. Proof of Ownership. Any person on becoming a co-owner of a condominium unit shall furnish to the Managing Agent or Board of Administrators a photocopy of a certified copy of the recorded instrument vesting that person with an interest or ownership, which instrument shall remain in the files of the Association. A member shall not be deemed to be in good standing nor shall he be entitled to vote at any annual or at a special meeting of members unless this requirement is first met.

Section 10.2. Registration of Mailing Address. The co-owners of each condominium unit shall have one and the same registered mailing address to be used by the Association for mailing of statements, notices, demands and all other communications; and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of a condominium unit co-owner shall be furnished by such co-owner to the Secretary within five (5) days after transfer of title; such registration shall be in written form and signed by all of the co-owners of the condominium unit or by such persons as are authorized by law to represent the interests of the co-owner thereof. If no such address is registered, then the address of the unit shall be the registered address until another registered address is furnished as permitted under this Section. Registered addresses may be changed from time to time by similar designation.

Section 10.3. Completed Requirement. The requirements contained in this Article shall be first met before a co-owner of a condominium unit shall be deemed in good standing and entitled to vote at any annual or special meeting of members.

ARTICLE XI

COMPLIANCE

Section 11.1. Nebraska Condominium Property Act. These By-Laws are intended to comply with the requirements of the Nebraska Condominium Property Act. If any of these By-Laws conflict with the provisions of said statute, the provisions of the statute will apply. If any of these By-Laws conflict with any provisions of the Declaration, the provisions of the Declaration will apply.

ARTICLE XII

NONPROFIT CORPORATION

Section 12.1. Nonprofit Corporation. This Association is not organized for profit. No member, member of the Board of Administrators or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Administrators. The foregoing, however, shall neither prevent nor restrict the following: (1) reasonable compensation may be paid to any board member while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) any board member may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XIII

SEAL

Section 13.1. The corporate seal shall consist of concentric circles with the name of the corporation and the word "Nebraska" between and with the word "Seal" in the center.

ARTICLE XIV

Section 14.1. Fiscal Year. The fiscal year of the Association shall begin on January 1 and end on December 31 of such year.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals at Lincoln, Nebraska, this 2nd day of April, 1982.

INITIAL MEMBERS OF THE BOARD OF ADMINISTRATORS OF WINDSOR SQUARE CONDOMINIUM ASSOCIATION, INC.

By *William T. Kimball*
WILLIAM T. KIMBALL

Richard W. Smith
RICHARD W. SMITH

Robert G. Boekel
ROBERT G. BOEKEL

1802

NEBRASKA } SS
County } Microfilmed for record in the
County, the 1st day of April 1982
1:35 o'clock P.M. File No. 82-1802
21 00

CLERK OF DISTRICT COURT } SS
for record
82-10 at page 223

Richard Baker
County Clerk Deputy

7/10
Date
April 1, 1982

ARTICLES OF INCORPORATION
OF
WINDSOR SQUARE CONDOMINIUM ASSOCIATION, INC.

For the purpose of forming a nonprofit corporation pursuant to the provisions of the Nebraska Nonprofit Corporation Act, §21-1901 through §21-19,109, R.R.S. 1943, the undersigned have made, signed and acknowledged the following articles:

ARTICLE I

Name

The name of the corporation shall be: WINDSOR SQUARE CONDOMINIUM ASSOCIATION, INC, ("Association").

ARTICLE II

Duration

The period of duration of this corporation shall be perpetual.

ARTICLE III

Purposes

The business, objectives and purposes for which the corporation is formed are as follows:

A. To be and constitute the Association to which reference is made in the Master Deed and Declaration (hereinafter referred to as the "Condominium Declaration"), recorded in the office of the County Clerk and Recorder of Lancaster County, Nebraska, relating to a condominium ownership project (hereinafter referred to as the "Condominium") in Lancaster County, Nebraska, and to perform all obligations and duties of the Association, as specified therein.

B. To provide an entity for the furtherance of the interest of the co-owners of condominium units in the Condominium.

1802

NEBRASKA } SS
County } Microfilmed for record in the
County, the 1st day of April 1982
1:35 o'clock P.M. File No. 82-1802
21 00

CLERK OF DISTRICT COURT } SS
for record
82-10 at page 223

Richard Baker
County Clerk Deputy

710
Date
April 1, 1982

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OF

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B. To provide an entity for the furtherance of the interest of the co-owners of condominium units in the Condominium.

ARTICLE IVPowers

In furtherance of its purposes, but not otherwise, the corporation shall have the following purposes:

A. All of the powers conferred upon nonprofit corporations by the common law and the statutes of the State of Nebraska in effect from time to time.

B. All of the powers necessary or desirable to perform the obligations and duties and exercise the rights and powers of the Association under the Condominium Declaration, including, without limitation, the following powers:

1. To make and collect assessments against members for the purpose of defraying the costs, expenses and any losses of the Association, or of exercising its powers or of performing its functions.

2. To manage, control, operate, maintain, repair, and improve common elements, as defined in the Nebraska Condominium Property Act and the Condominium Declaration.

3. To enforce covenants, restrictions or conditions affecting any property to the extent the Association may be authorized under any such covenants, restrictions or conditions, and to make and enforce rules and regulations for use of the Condominium.

4. To engage in activities which will actively foster, promote and advance the common ownership interests of co-owners of condominium units within the Condominium.

5. To buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal with and in, real, personal, and mixed property of all kinds, and any right of interest therein, for any purpose of the Association.

6. To borrow money for any purpose of the Association, limited in amount or in other aspects as may be provided in the By-Laws of this Association.

7. To enter into, make, perform or enforce contracts of every kind and description, and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association, with or in association with any person, firm, association, corporation or other entity or agency, public or private.

8. To act as agent, trustee, or other representative of other corporations, firms and individuals, and as such to advance the business or ownership interests of such corporations, firms or individuals.

9. To adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Association, provided, however, that such By-Laws may not be inconsistent with or contrary to any provisions of the Condominium Declaration.

10. The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article IV are independent powers, not to be restricted by reference or inference from the terms of any other paragraph or provisions of this Article IV.

ARTICLE V

Memberships

This corporation shall be a membership corporation without certificates or shares of stock. There shall be one class of membership, and there shall be one membership in the corporation for each co-owner of a condominium unit within the Project as defined in the Condominium Declaration. An owner is defined in the Condominium Declaration as the individual, individuals, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns one or more condominium units or an undivided interest therein. The total number of memberships shall not exceed the number of Condominium Units.

All members shall be entitled to vote on all matters. Cumulative voting is prohibited. No person or entity other than a co-owner of a condominium apartment may be a member of the corporation.

If title to a condominium unit is held by more than one person or by a firm, corporation, partnership, association or other legal entity, or any combination thereof, such co-owners shall execute a proxy appointing and authorizing one person or alternate persons to attend all annual and special meetings of members and thereat to cast whatever vote the owner himself might cast if he were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law. Within thirty (30) days after such revocation, amendment or termination thereof, the co-owner shall reappoint and authorize one person or alternate persons to attend all annual and special meetings as is provided in this paragraph.

A membership in the corporation and the share of a member in the assets of the corporation shall not be assigned, encumbered or transferred in any manner except as an appurtenance to transfer of title to the condominium apartment to which the membership pertains. The rights of membership may be assigned to the holder of a mortgage, deed of trust, or security instrument on a condominium apartment, however, as security for a loan secured by a lien on such condominium unit.

A transfer of membership shall occur automatically upon the transfer of title to the condominium unit to which the membership pertains. The By-Laws of the Association may, however, contain reasonable provisions and requirements with respect to recording such transfers on the books and records of the corporation.

The corporation may suspend the voting rights of a member for failure to comply with rules and regulations or the By-Laws of the corporation or with any other obligations of the co-owners of a condominium apartment under the Condominium Declaration or agreement created thereunder.

The By-Laws may contain provisions, not inconsistent with the foregoing setting forth the rights, privileges, duties and responsibilities of the members.

ARTICLE VI

Board of Administrators

The business and affairs of the corporation shall be conducted, managed, and controlled by a Board of Administrators, also known as Board of Directors.

The Board of Administrators shall consist of not less than three (3) nor more than seven (7) members, the specific number to be set forth from time to time in the By-Laws of the corporation. In the absence of any provision to the contrary in the By-Laws, the Board shall consist of three (3) members.

The method of election and the term of office of members of the Board of Administrators shall be determined by the By-Laws.

Administrators may be removed and vacancies on the Board of Administrators shall be filled in the manner to be provided in the By-Laws.

The names and addresses of the members of the first Board of Administrators who shall serve until the first election of Administrators by the members and until their successors are duly elected and qualified are as follows:

<u>Name</u>	<u>Address</u>
R. G. Boekel	410 Building 410 17th Street, Suite 1870 Denver, Colorado 80202
William T. Kimball	800 South 13th Street Lincoln, Nebraska 68508
Richard W. Smith	1500 Sharp Building Lincoln, Nebraska 68508

Any vacancies in the Board of Administrators occurring before the first election of Administrators by members shall be filled by the remaining Administrators.

ARTICLE VII

Officers

The Board of Administrators may appoint a President, one or more Vice-Presidents, a Secretary, a Treasurer, and such other officers as the Board believes will be in the best interests of the corporation. The officers shall have such duties as may be prescribed in the By-Laws of the corporation and shall serve at the pleasure of the Board of Administrators.

ARTICLE VIII

Conveyances and Encumbrances

Corporate property may be conveyed or encumbered by authority of the Board of Administrators or such person or persons to whom such authority may be delegated by resolution of the Board. Conveyances or encumbrances shall be by instrument executed by the President or a Vice-President and by the Secretary or the Treasurer or an Assistant Secretary or Assistant Treasurer, or executed by such other person or persons to whom such authority may be delegated by the Board.

ARTICLE IXInitial Registered Office and Agent

The initial registered office of the corporation will be 800 South 13th Street, Lincoln, Nebraska, and the Initial Registered Agent shall be William T. Kimball, at that same address.

ARTICLE XIncorporation

The incorporators of this corporation and their addresses are as follows:

<u>Name</u>	<u>Address</u>
William T. Kimball	800 South 13th Street Lincoln, Nebraska 68508
Richard W. Smith	American Charter Center 1500 Sharp-Building Lincoln, Nebraska 68508

ARTICLE XIDissolution

In the event of the dissolution of this corporation, either voluntarily by the members hereof, by operation of law, or otherwise, then the assets of this corporation shall be deemed to be owned by the members in proportion to each member's ownership of the common elements of the Condominium.

ARTICLE XIIAmendments

Amendments to these Articles of Incorporation shall be adopted, if at all, in the manner as set forth in §§21-1932, 21-1933, 21-1934, 21-1935 and 21-1936, R.R.S. 1943; provided, however, that no amendment to the Articles of Incorporation shall be contrary to or inconsistent with any provision of the Condominium Declaration.

ARTICLE XIII

Indemnification

The corporation shall indemnify against loss or liability any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an incorporator, member of the Board of Administrators, officer, employee or agent of the corporation against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The foregoing right to indemnification shall include a right to defense against any such alleged liability, and to reimbursement of the amounts paid and expenses incurred in settling, compromising or otherwise adjusting any such action, suit or proceeding, when such disposition thereof appears to be in the best interests of the corporation, and such right of indemnification shall not be exclusive of, but shall specifically include all other rights to whom such incorporator, member of the Board of Administrators, officer, employee or agent of the corporation may be entitled as a matter of law.

Executed this 26th day of March, 1982.

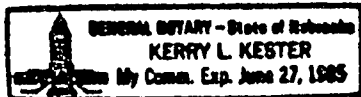
William Kimball
Richard W. Smith

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 26th day of March, 1982, by William Kimball and Richard W. Smith.

WITNESS my hand and official seal.

My Commission Expires: June 27, 1985



Kerry L. Kester
Notary Public

index to drawings

- A1 SITE & GRADING PLAN
- A2 UNDERGROUND PARKING PLAN
- A3 WHIRLPOOL PLAN & DETAILS
- A4 LEVEL ONE FLOOR PLAN
- A5 LEVEL TWO FLOOR PLAN
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- A7 BUILDING SECTION & DETAILS
- A8 BUILDING SECTION & DETAILS
- A9 WEST, NORTH ELEVATIONS
- A10 SOUTH ELEVATION, WINDOW, DOOR SCHEDULES
- A11 BUILDING WALL SECTIONS
- A12 STAIR SECTION, PARTY WALL SECTION
- A13 WINDOW DETAILS
- A14 CLEARSTORY, COMPRESSOR ENCLOSURE DETS.
- A15 ELEVATOR & OVERHEAD DOOR SECTIONS
- A16 FIREPLACE SECTION, LOFT PLANS
- A17 CABINET ELEVATIONS
- S1 FOOTING PLAN, COLUMN & PAD SCHEDULES
- S2 LEVEL ONE FLOOR FRAMING, DETAILS
- S3 LEVEL TWO, THREE FLOOR FRAMING, DETAILS
- S4 STRUCTURAL DETAILS
- S5 CONC. BEAM & SLAB REINF. DIAGRAMS
- M1 GARAGE EXHAUST SYSTEM & HEATING
- M2 LEVEL ONE MECHANICAL, PLUMBING RISERS
- M3 LEVEL TWO MECHANICAL PLAN
- M4 LEVEL THREE MECHANICAL PLAN
- M5 PLUMBING DRAINAGE RUNS
- M6 GARAGE DRAINAGE SYSTEM

- E1 GARAGE ELECTRICAL PLAN
- E2 LEVELS ONE - THREE ELECTRICAL PLAN
- E3 LOFT ELECTRICAL, ELECTRICAL RISER

SUPPLEMENTARY
 SUPPLEMENTARY
 SUPPLEMENTARY
 SUPPLEMENTARY

- A18 CORRIDOR ELEVATIONS
- A19 ROOM FINISH SCHEDULE, EAST ELEVATION
- F1
- F2

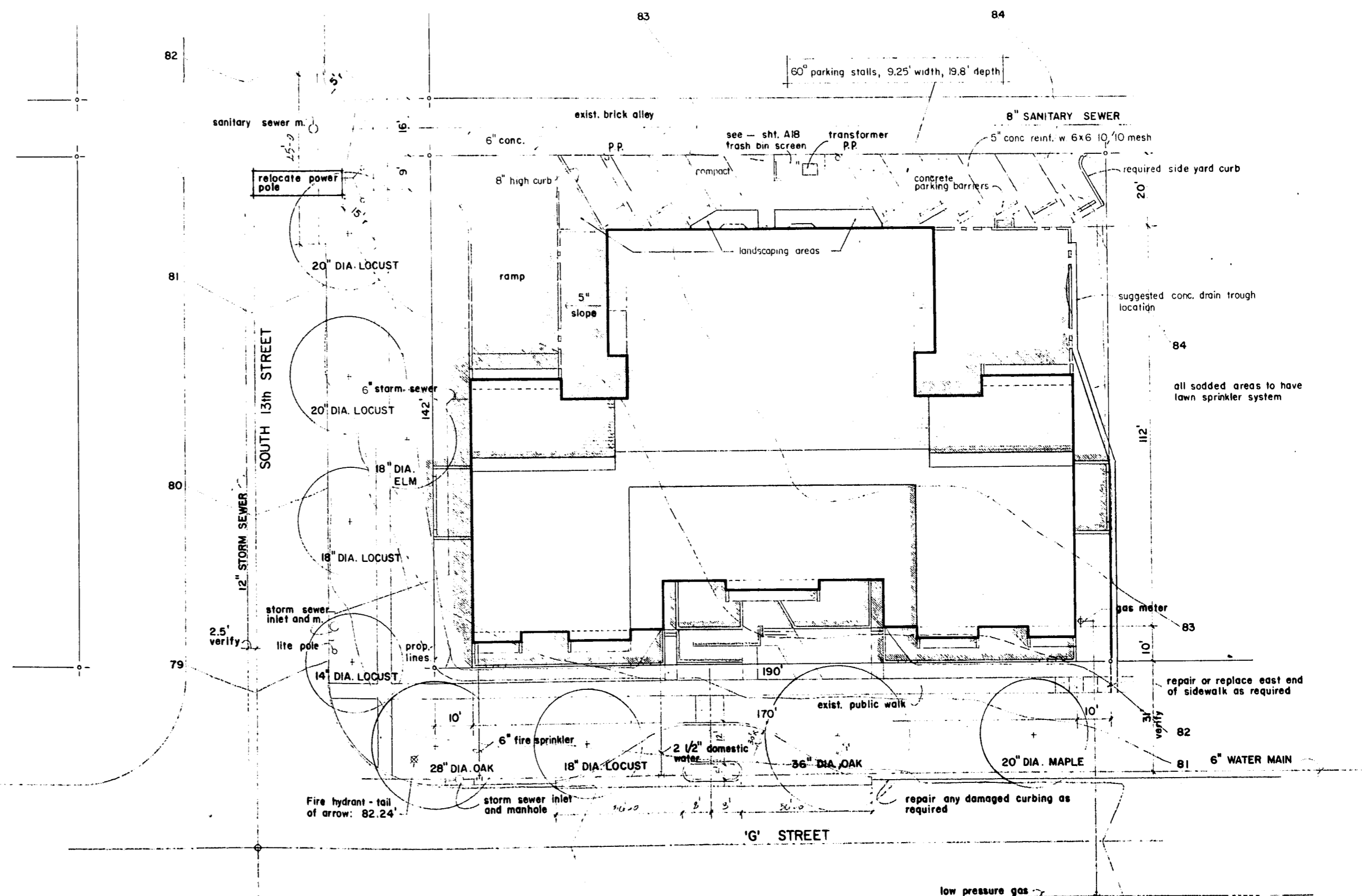
legal

LOTS 7,8,9 AND WEST 40' LOT 10, BLOCK 150
 ORIGINAL PLAT

WINDSOR SQUARE CONDOMINIUMS

lincoln

nebraska

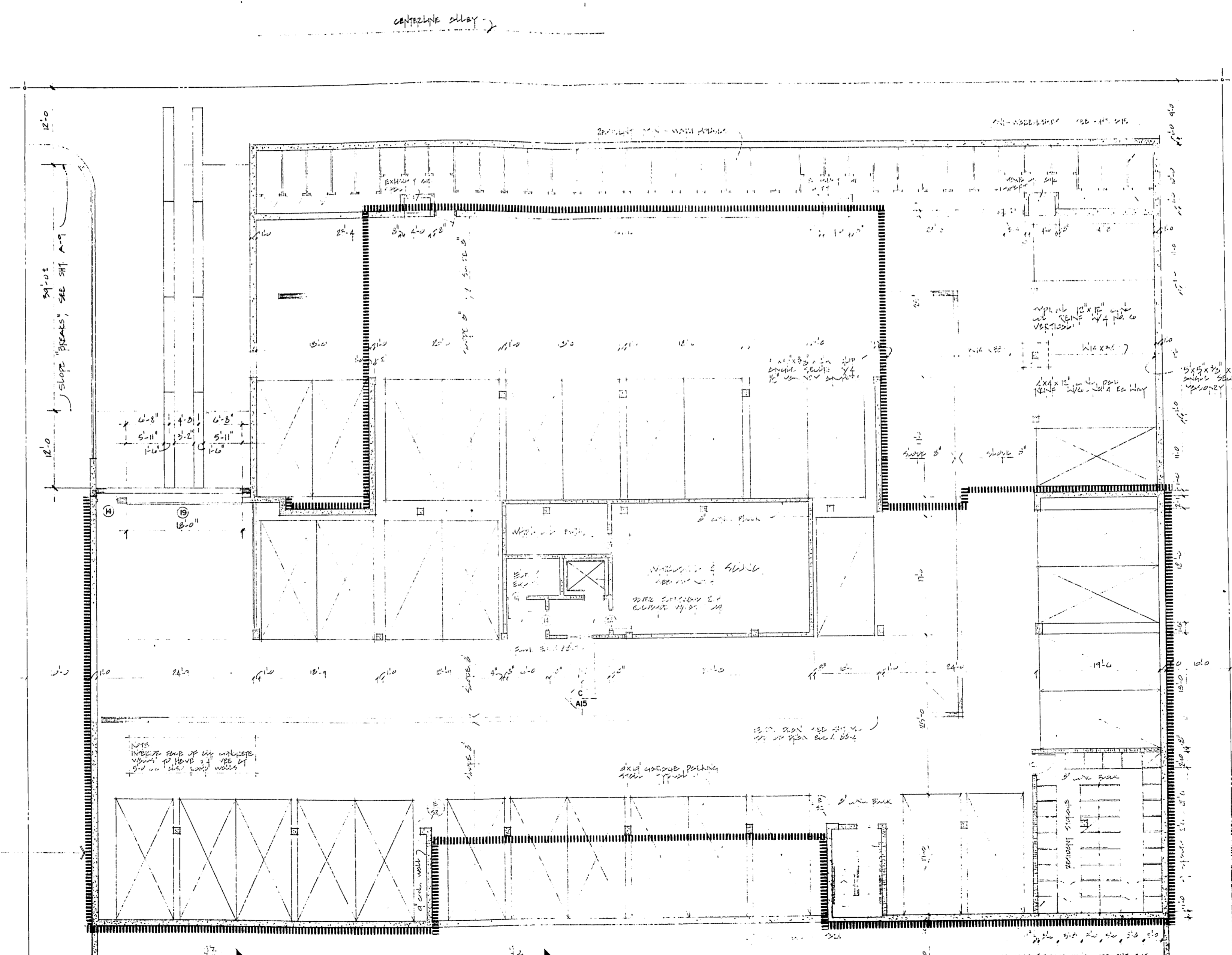


WINDSOR SQ. CONDOMINIUMS
 LINCOLN NEBRASKA

john h. thiesse and associates architects
 lincoln nebraska 68505
 600 north corner boulevard

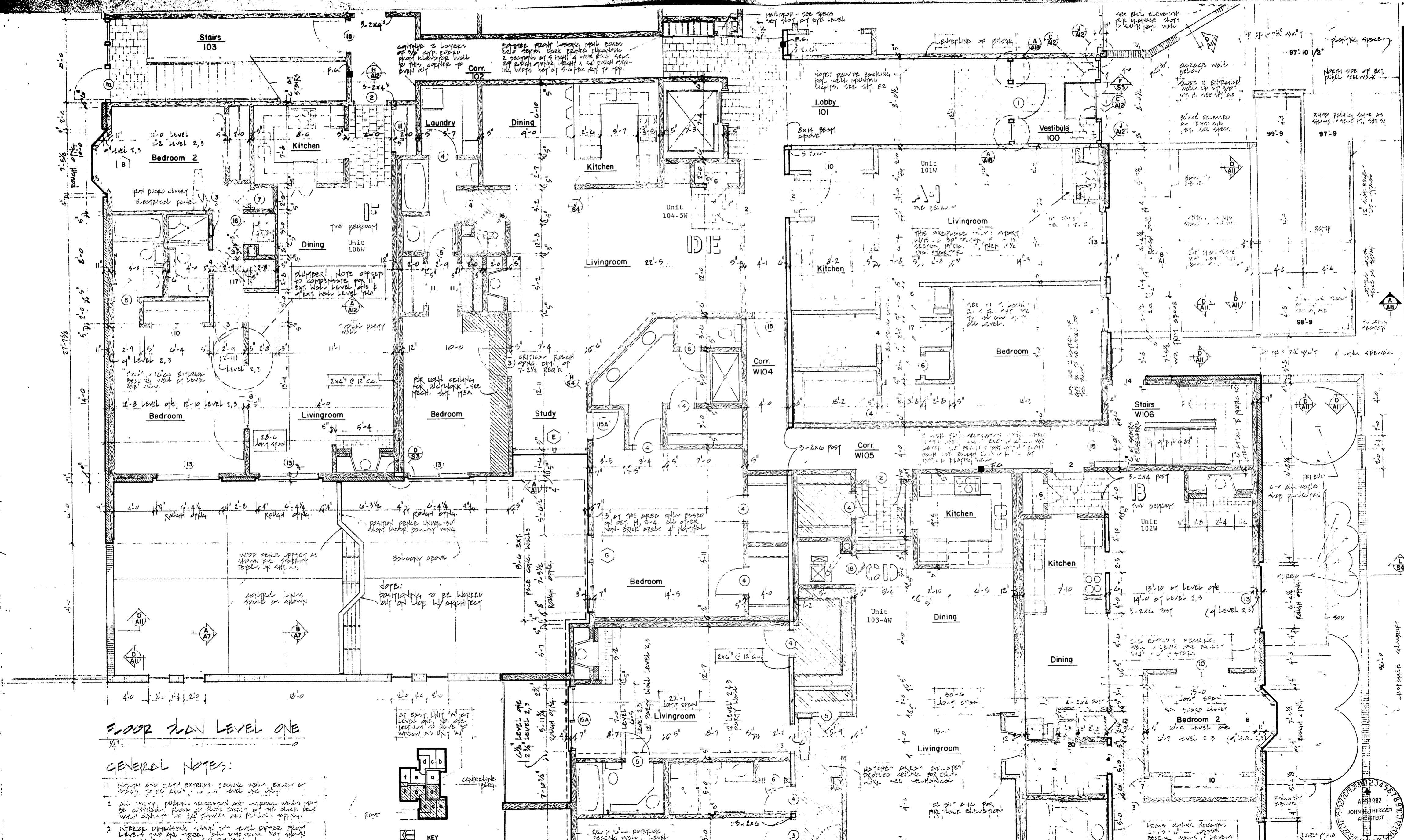


SEE OUTLINE SKETCHES, ATTACHED TO SHEET 515, FOR EXISTING AND PROPOSED TREE LOCATIONS.



John H. Thiessen and Associates Architects
 600 North Center Boulevard
 Lincoln, Nebraska 68505

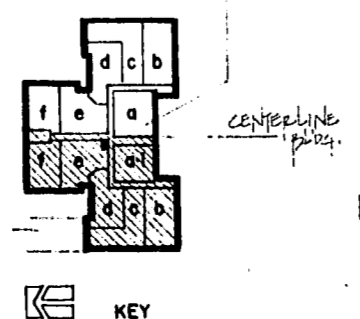
WINDSOR SQ. CONDOMINIUMS
 LINCOLN, NEBRASKA



FLOOR PLAN LEVEL ONE

GENERAL NOTES:

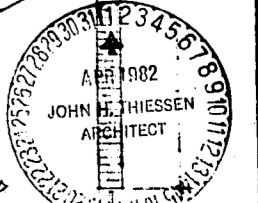
1. INTERIOR DIMENSIONS SHOWN UNLESS OTHERWISE NOTED. DIMENSIONS TO FACE UNLESS NOTED OTHERWISE.
2. INTERIOR DIMENSIONS SHOWN UNLESS OTHERWISE NOTED. DIMENSIONS TO FACE UNLESS NOTED OTHERWISE.

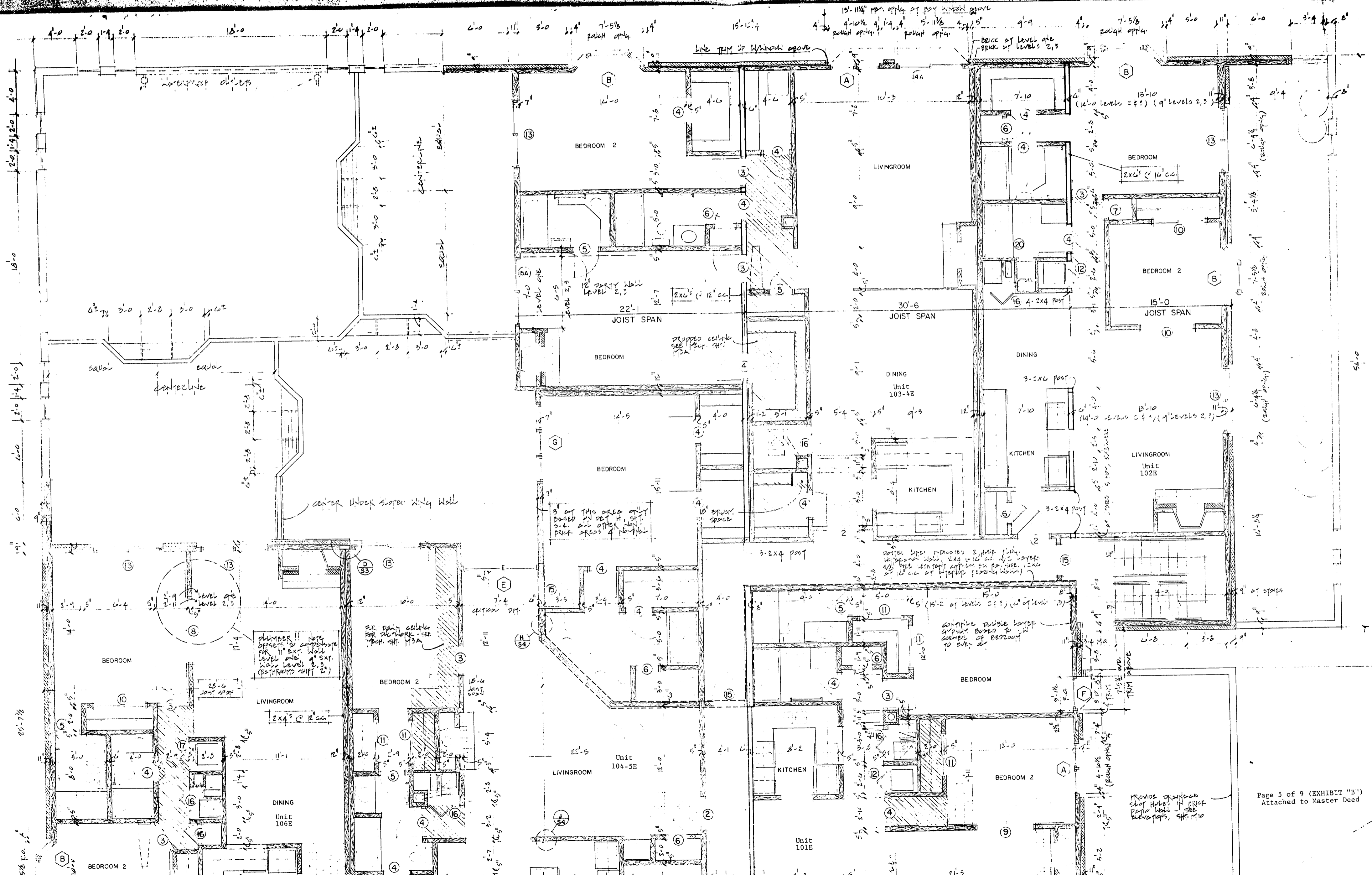


WINDSOR SQ. CONDOMINIUMS
LINCOLN
NEBRASKA

John H. Thieszen and associates architects
lincoln nebraska eses
300 north center boulevard

Page 4 of 9 (EXHIBIT "B")
Attached to Master Deed





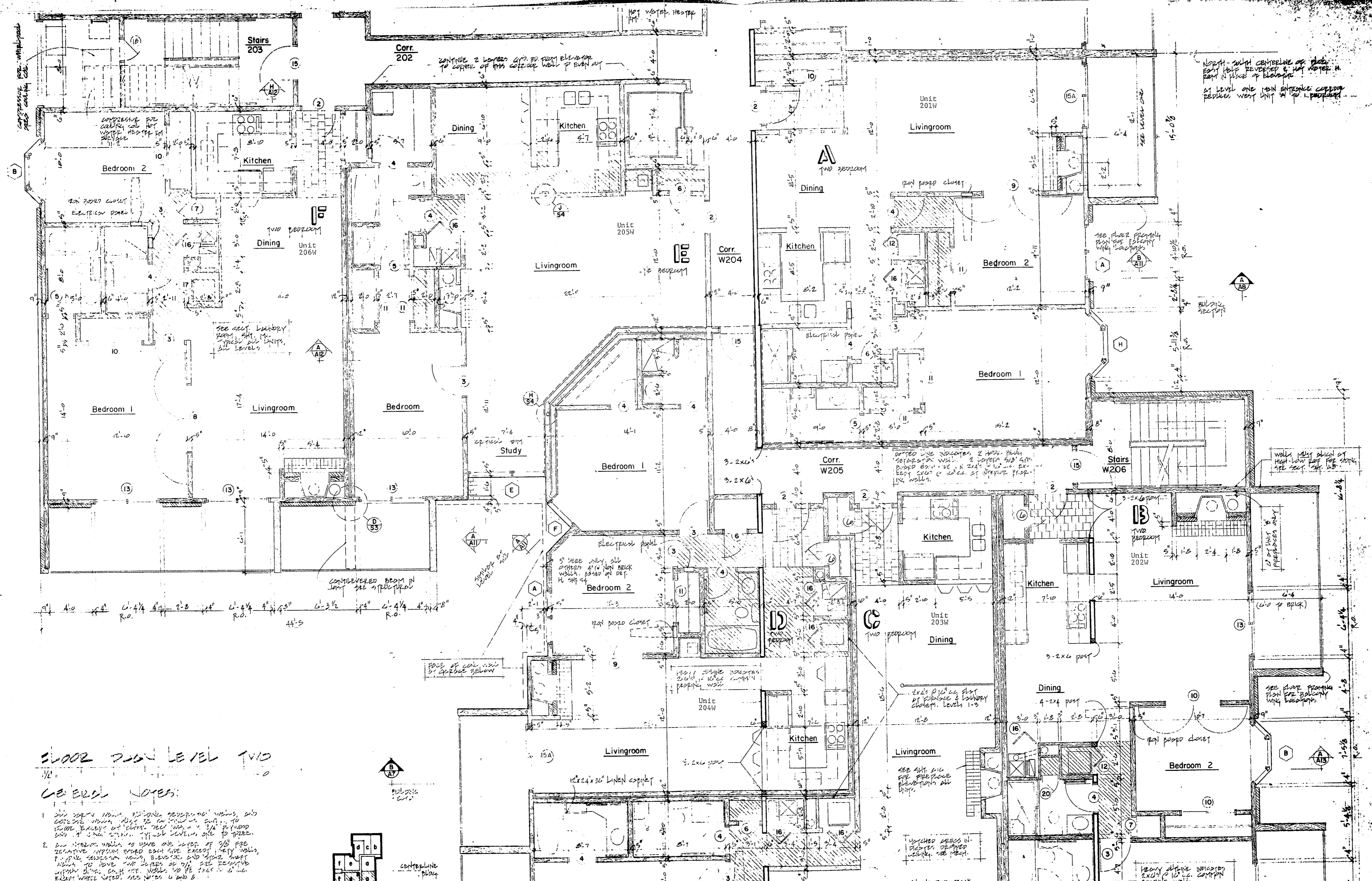
John H. Thiesse and Associates - architects
Lincoln Nebraska

John H. Thiesse and Associates - architects
Lincoln Nebraska
Denver Colorado

Revision:

date:





2ND FLOOR PLAN LEVEL TWO

GENERAL NOTES:

1. ALL WALLS SHALL BE FINISHED WITH GYP. BOARD AND CORNER BRICK. ALL WALLS TO BE FINISHED WITH GYP. BOARD EXCEPT AT STAIRS. SEE SECTION A-B FOR STAIRS. ALL WALLS TO BE FINISHED WITH GYP. BOARD EXCEPT AT STAIRS. SEE SECTION A-B FOR STAIRS.
2. ALL INTERIOR WALLS TO HAVE ONE LAYER OF 5/8" GYP. BOARD. ALL EXTERIOR WALLS TO HAVE TWO LAYERS OF 5/8" GYP. BOARD. ALL WALLS TO HAVE ONE LAYER OF 5/8" GYP. BOARD. ALL EXTERIOR WALLS TO HAVE TWO LAYERS OF 5/8" GYP. BOARD.

WINDSOR SQ. CONDOMINIUMS
LINCOLN

John B. Hinesen and associates architects
INCORPORATED
100 NORTH CENTER BOULEVARD



LEVEL 3, EAST HALF

