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Cotner Center Condominium Association
1540 North Cotner Blvd.
Lincoln, NE 68505

**AMENDED AND RESTATED MASTER DEED AND DECLARATION OF
COTNER CENTER CONDOMINIUM**

Cotner Center Condominium
1540 North Cotner Blvd.
Lincoln, NE 68505

RECITALS:

- A. The Cotner Center Condominium Regime ("Condominium") is a condominium property regime that was established in 1982 pursuant to the Nebraska Condominium Property Act, Neb. Rev. Stat. §§ 76-801 to 76-823 (the "Act").
- B. The Condominium includes the real property set forth in the attached and incorporated Exhibit "A", including Cotner Center Condominium Buildings A and B and all Common Elements (the "Land").
- C. The Condominium originally consisted solely of Building A. In 1984, Building B was added. However, rather than amend the then-current master deed and declaration, a second master deed and declaration was filed for Building B. Thus, two separate condominium regimes were inadvertently created despite the fact that for all intents and purposes Building A and Building B were operated as a single condominium regime (e.g., both Master Deeds declare that the property is part of the Cotner Center Condominium and there is one Association effectively governing both buildings as a single condominium property regime).
- D. The previous Master Deed and Declarations for Cotner Center Condominium Buildings A and B, as amended, are set forth in the attached and incorporated Exhibit "B" (collectively, the "Previous Master Deeds").
- E. The Association and the Co-Owners desire to consolidate and clarify the Previous Master Deeds and establish the condominium property regimes for

Buildings A and B as a single condominium property regime known as the "Cotner Center Condominium Property Regime".

- F. In order to properly establish a single condominium property regime for Buildings A and B, the Association and the Co-Owners desire to merge the Cotner Center Condominium regime and the Cotner Center Condominium- Building B condominium regime into a single condominium regime.
- G. This Amended and Restated Master Deed and Declaration ("Master Deed") and the merger of the condominium property regimes has been approved by the Co-Owners as required under the Previous Master Deeds and the Act, including but not limited to Neb. Rev. Stat. §§ 76-812.01
- H. This Master Deed hereby amends, modifies, restates and supersedes the Previous Master Deeds and the Previous Master Deeds are of no further force and effect. This Master Deed is the master deed and declaration for the Cotner Center Condominium Property Regime.

ARTICLE I

Definitions

1.1 "**Association of Co-Owners**" or "**Association**" means the Cotner Center Condominium Association of Co-Owners, Inc., a Nebraska nonprofit corporation, its successors and assigns, the members of which shall be all of the Co-Owners as defined in 1.8 acting as a group in accordance with the By-Laws.

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

1.3 "**Building**" means Building A, Building B, and all other buildings and improvements located on the Land.

1.4 "**By-Laws**" means those bylaws of the Association attached hereto as Exhibit "E" and as amended from time to time.

1.5 "**Common Elements**", general and limited, means all parts of the Property other than the Units, as more fully set forth in 2.5 of this Master Deed

1.6 "**Common Expenses**" means and includes:

- (i) all sums lawfully assessed against the Co-Owners;
- (ii) expenses of administration, operation, maintenance, repair or replacement of the Common Elements (including, but not limited to, the cost of furnishing water, electricity, heat, gas and trash removal) and

replacement of reserves as may be established;

- (iii) expenses agreed upon as Common Expenses by the Association of Co-Owners;
- (iv) expenses declared Common Expenses by the provisions of the Condominium Property Act or by this 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 Master Deed and Declaration, which premiums shall be assessed to each Co-Owner in the manner provided hereafter.

1.7 **"Condominium Property Act"** means Neb. Rev. Stat. Sections 76-801 to 76-823, as amended.

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

1.9 **"Land"** means the real property described in Exhibit "A", exclusive of all other improvements and structures thereon or hereafter constructed all designated as Cotner Center Condominium.

1.10 **"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.

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

1.12 **"Mortgage"** shall mean and include deeds of trust and "mortgage" shall mean and include trustees and beneficiaries of deeds of trust.

1.13 **"Percentage Interest"** means the percentage interest of each Unit in the Common Elements as set forth in the attached Exhibit "C".

1.14 **"Map of Condominium"** means the plats and plans set forth and described in the attached Exhibit "D".

1.15 **"Property"** means all the land described in 1.9 above and all other improvements and structures thereon or hereafter constructed, and all easements, rights and appurtenances belonging thereto and all articles of personal property intended for use in connection with said Common Elements.

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

1.17 "**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 Map of Condominium as "Unit" followed by a number, and in 2.3 of this Master Deed

ARTICLE II

Condominium Units and Common Elements

2.1 **Creation of Condominium Units.** The Property shall be divided as fee simple estates into Units as depicted in the Map of Condominium and further described herein. Each such estate shall consist of a separately designated Unit and the undivided interest in and to the Common Elements appurtenant to such Unit as set forth herein.

The Condominium regime consists of One Hundred Four (104) Units in two attached buildings, more particularly described as follows and depicted on the Map of Condominium: Building A is a three story building containing twenty-one (21) Units and Building B is a four story building containing eighty-three (83) units.

2.2 **Schedule of Units.** A list of all Units in the Building, their Unit designations, location, approximate areas (all as shown more fully on the Map of Condominium), and the Percentage Interest of each Unit in the Common Elements is attached hereto as Exhibit "C". The Percentage Interest of each Unit in the Common Elements was calculated on the basis of the proportion which the individual unit square footage relates to the total square footage of all Units, said values having been established using the inside measurements of each condominium as measured by Cotner Center.

2.3 **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 Map of Condominium), 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 addition, included as part of a Unit are: (a) the sliding glass door to the patio or balcony of a Unit if any; (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 condenser unit which is located within such Unit; (e) inner partitions, unless they are load-bearing walls; and (f) sinks, disposals, bathtubs and other plumbing fixtures located in the Unit and serving solely the Unit.

2.4 Title to Units. Title to Units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants, or in any other real estate tenancy relationship recognized under the laws of the State of Nebraska, or in the name of one or more corporation(s) or partnership(s), or in the name of a fiduciary.

2.5 Common Elements. The general Common Elements consist of the entire Property (including all parts of the Building) other than the Units and include the following, with exceptions noted:

- 2.5.1 the Land described in this Master Deed;
- 2.5.2 the area designated as unit 1C, which consists of the entire first floor of Building A except for Unit 1A ;
- 2.5.3 all foundations, main walls, load-bearing walls, roof, halls, lobbies, stairways, and entrances and exits of the Building;
- 2 5 4 the yards and gardens;
- 2 5.5 the compartments or installations of central services, equipment and systems, such as power, light, gas, heating, air conditioning systems, cold and hot water, water tanks and pumps, and any additional equipment serving the commons areas of the building And, in addition, all trash receptacles (including those located in the corridors or outside);
- 2 5.6 the elevators, and, in general, all devices or installations existing for common use;
- 2.5.7 the parking lot and parking areas as shown on the Map of Condominium;
- 2 5.8 all general Common Elements shown on the Map of Condominium; and
- 2 5.9 all other elements of the Building rationally of common use or necessary for its existence, upkeep and safety.

2.6 Treatment of Undivided Interest. The undivided interest in the general Common Elements and facilities shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

2.7 Taxation. Each Unit and the undivided interest in the Common Elements appurtenant thereto, shall be deemed a separate parcel subject to separate assessment, taxation, and other charges imposed by any governmental entity having jurisdiction over the Property. For the purpose of such assessment, the valuation of the

Common Elements shall be apportioned among the Units in proportion to their Percentage Interest. No sale or forfeiture of any Unit for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Unit.

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

2.9 Easements. 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. All such easements are clearly shown on the Map of Condominium. 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.

Provided, however, the exercise of the easements reserved in this Section shall be subject to the following terms and conditions:

2.9.1 If, in order to maintain, repair or replace a utility line which serves only one Unit, it becomes necessary to break through walls, excavate or otherwise damage a Unit or Association property entered, the damages caused by such entry shall be repaired and the Unit or Association property entered shall be restored to its former condition at the expense of the Co-Owner whose Unit is served by such utility line

2.9.2 If it becomes necessary to maintain, repair or replace a utility line which serves more than one Unit, then the cost of such maintenance, repair or replacement, and the cost to repair and restore to its former condition any Unit or Association property entered, shall be shared equally by the Co-Owners of the Units served by such utility line, except, where that maintenance, repair

or replacement of a utility line serving two or more Units is made necessary by the negligent or willful act of a single Co-Owner, his family, licensees or invitees, then the full cost to repair and restore to its former condition the Unit or Association property entered shall be borne by such Co-Owner.

2.10 Units Subject to Master Deed and Declaration, By-Laws and Rules and Regulations. All present and future Co-Owners, lessees, tenants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the By-Laws and the Rules and Regulations as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Co-Owners, lessee, tenant or occupant, and all of such provisions shall be deemed and taken to be enforceable, equitable servitudes and covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, deed of trust, or lease agreement pertaining thereto.

Failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due, for damages or for injunctive relief.

2.11 Additions, Alterations or Improvements by Co-Owners. No Co-Owner shall make any non-structural or structural addition, alteration or improvement in or to his Unit without the prior written consent thereto of the Board of Administrators of the Association of Co-Owners. The Co-Owner shall submit to the Board written plans and specifications showing the nature, kind, shape, height, materials, exterior color scheme, and location of any proposed non-structural or structural addition, alteration or improvement. The Board of Administrators shall be obligated to answer any written request by a Co-Owner for approval of a proposed structural addition, alteration or improvement in such Co-Owner's Unit within thirty (30) days after such request, and its failure to do so within the stipulated time shall constitute a consent by the Board of Administrators to the proposed addition, alteration or improvement. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Co-Owner or his contractor and a copy of the permit shall be filed with the Board of Administrators. The Board of Administrators may make such approval of any non-structural or structural addition, alteration or improvement submitted by the Co-Owner without incurring any liability on the part of the Board of Administrators or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom. Any contractor shall furnish liability coverage in an amount determined by the Board of Administrators as is reasonable under the circumstances.

2.12 Combining Units. If any Co-Owner of two or more adjoining Units wishes to physically combine the two or more Units (either horizontally or vertically adjoining) into one, he shall submit his written request to the Board of Administrators of the

Association of Co-Owners along with detailed drawings of the proposed alterations necessary to the Units and Common Elements. The prior written consent of the Board of Administrators for any such combination of Units shall be required. The Board of Administrators shall be obligated to answer any such written request by a Co-Owner for approval within thirty (30) days after such request, and its failure to do so within the stipulated time shall constitute consent by the Board of such request. If the Board of Administrators approves such request, it shall grant an easement for any encroachment by such Co-Owner on the Common Elements caused by the alterations. For purposes of the Master Deed and the By-Laws, the Units shall continue to be treated as separate Units, e.g. for the purposes of assessment of Common Expenses, voting by Co-Owners and conveyancing. Any application to any governmental authority for a permit to make any alterations to the Units or the Common Elements shall be executed by the Co-Owner or his contractor and a copy of the permit shall be filed with the Board of Administrators. The Board of Administrators may make such approval of any combining of Units submitted by the Co-Owner without incurring any liability on the part of the Board of Administrators, or any of them, to any contractor, subcontractor or materialman on account of such alteration, or to any person having any claim for injury to person or damage to property arising therefrom. Any contractor shall furnish liability coverage in an amount determined by the Board of Administrators as is reasonable under the circumstances.

2.13 Partition. Except as hereinafter provided in 13 2, neither a Co-Owner, a group of Co-Owners, nor the Association shall have the right to divide or partition any Unit or Units, and in taking title to any Unit, the Co-Owner thereof shall be deemed to have waived any and all rights to divide or partition said Unit. Provided, however, a Co-Owner, group of Co-Owners, or the Association shall have the right to divide or partition any unit when the divided or partitioned portion of said unit will be dedicated, upon the appropriate consent and approval of the Association, as a Common Element. The Common Elements shall be owned in common by all of the Co-Owners and shall remain undivided and neither a Co-Owner, a group of Co-Owners, nor the Association shall bring any action for partition or division of the Common Elements. A violation of the provisions contained herein shall entitle the Association to collect from the parties violating the same, jointly and severally, reasonable attorney's fees, costs, and such other damages as may be incurred by the Association or the Owners as a result thereof.

2.14 Owner's Maintenance Responsibility for Unit.

2.14.1 Except for the portions of the Unit required to be maintained, repaired and replaced by the Association of Co-Owners or the Board of Administrators, each Co-Owner shall be responsible for the maintenance, repair and replacement, at his own expense, of everything contained within his Unit, including the following: any interior walls, kitchen and bathroom fixtures and equipment, refrigerator and range, lighting, heating and air conditioning unit, those parts of the plumbing system which are wholly contained within the Unit.

- 2.14.2 Unit window and door openings: the Association's responsibility for repair ends at the common element's horizontal and vertical surfaces of the opening (facing). The Co-Owner shall be responsible for the maintenance, repair and replacement, at their own expense, of all unit doors, sliding glass doors, and windows (to include: frame, frame attachment hardware, tracks, hinges, knobs, locks, exterior caulking, door opening thresholds or any other mechanical device associated with doors and windows) The Association reserves the right to require certain specifications be met when repairing and/or replacing unit doors, sliding glass doors and windows.
- 2.14.3 Each Co-Owner shall keep the interior of his Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance of his Unit. Each Co-Owner shall keep his windows and balcony in a clean and sanitary condition, including snow removal therefrom
- 2.14.4 Each Co-Owner shall be responsible for all damages to any and all other Units or to the Common Elements resulting from his failure to make any of the repairs required to be made by him by this Section. Each Co-Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Co-Owners.
- 2.14.5 Each Co-Owner shall promptly report to the Board of Administrators or the Managing Agent any defect or need for repairs for which the Association of Co-Owners is responsible. Each Co-Owner shall promptly report to the Board of Administrators evidence of termites or other bugs, pests or rodents
- 2.14.6 Each Co-Owner shall carry out at his sole expense any works of modification, repair, cleaning, safety, and improvement of his Unit without disturbing the legal use and enjoyment of the rights of the other Co-Owners.
- 2.14.7 The Board of Administrators shall have the exclusive authority to change the exterior form of the facades, or paint exterior walls, doors or windows in colors or hues as they shall select, without jeopardizing the soundness or safety of the Property, reducing its value or impairing any easement or access to or use of Common Elements.

2.14.8 If an outside portion of any Unit is damaged and such damage is caused by the negligence or carelessness of the Co-Owner of said Unit or his licensees, guests or invitees, such Co-Owner shall pay for the cost incurred by the Board of Administrators; otherwise, it shall be assessed against the Co-Owners of all Units according to their Percentage Interest.

2.14.9 If a portion of any Co-Owner's Unit is damaged and such damage is caused by the negligence or carelessness of a Co-Owner or his licensees, guests or invitees of another Unit, such Co-Owner shall pay for the cost incurred by the Co-Owner aggrieved.

2.15 Mechanic's Liens. No labor performed or materials furnished for use in connection with a Unit with the consent or at the request of a Co-Owner or his agent, contractor or subcontractor, shall create any right to file a statement of mechanic's lien against the Unit of any other Co-Owner not expressly consenting to or requesting same, or against any interest in the Common Elements except as to the undivided interest therein appurtenant to the Unit of the Co-Owner for whom such labor shall have been performed or such materials shall have been furnished. Each Co-Owner shall indemnify and hold harmless each of the other Co-Owners from and against all liability, loss or damage arising from the claim of any lien against the Unit, or any part thereof, of any other Co-Owner for labor performed or for materials furnished in work on the requesting Co-Owner's Unit. At the written request of any Co-Owner, the Association shall enforce such indemnification by collecting from the Co-Owner of the Unit on which the labor was performed and materials furnished, the amount necessary to discharge any such lien, all costs incidental thereto, including reasonable attorney's fees and costs, and obtain a release of such lien. Such collection shall be made by a non-compliance assessment, as hereinafter provided for.

2.16 Parking Spaces and Garage Storage Areas. The Association shall from time to time enact rules and regulations governing the use of the parking lots, parking spaces, and garage storage areas that are either common areas or other property owned by the Association. All Co-Owners shall obey any and all rules, regulations and restrictions relating to the parking lots, parking spaces, and garage storage areas enacted by the Association. Said rules and regulations shall be promulgated by the Association in the same manner that other Association policies are promulgated.

2.17 Description of Units. After this Master Deed, has been recorded in the records of the Register of Deeds of Lancaster County, every deed, lease, Mortgage, will, or other instrument shall legally describe a Unit as follows:

Unit _____, Cotner Center Condominium Property Regime, Lincoln, Lancaster County, Nebraska; according to the Amended and Restated Master Deed and Declaration recorded on [A], under Instrument No. [B].

Where [A] is the date this Master Deed is recorded and [B] is the instrument number

given this Master Deed upon recordation by the Register of Deeds of Lancaster County, Nebraska.

ARTICLE III

Owner and Occupancy Requirements

3.1 All Units shall be occupied by no more than three (3) persons all being members of one family. A guardian's ward and the guardian shall be considered family members for the purpose of this provision.

3.2 One owner or occupant must be fifty-five (55) years of age and other occupants may be of a lesser age. The Property is intended to be and designated as "housing for older persons" under the Fair Housing Act, and the Association shall take all necessary steps to ensure compliance with all state and federal fair housing laws.

3.3 The Association shall be permitted to bring legal action to compel the removal of any person violating the age restriction, and the Association shall be entitled to collect reasonable attorney's fees from the Co-Owner of any Unit who permits a violation of the age restriction

ARTICLE IV

Sales and Other Alienation of Units

4.1 No Severance of Ownership. No Co-Owner shall execute any deed, mortgage or other instrument conveying or mortgaging the title to his Unit without including therein the undivided interest of such Unit in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the interests in the Common Elements of any Unit may be sold, transferred, given, devised, or otherwise disposed of, except as part of a sale, transfer, gift, devise or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer, gift, devise or other disposition of such part of the interests in the Common Elements of all Units.

4.2 Right of First Refusal. In the event that any Co-Owner of a Unit wishes to sell his Unit and receives a bona fide offer therefore from a prospective purchaser, such Co-Owner shall give written notice thereof to the Association, together with an executed copy of such offer. The Association shall have the right to purchase the Unit upon the same terms and conditions set forth in the offer; provided, however, that the Association's right of first refusal shall only be exercised upon a concurrence of a majority of the members of the Board of Administrators. No right of first refusal shall be exercised by the Board of Administrators later than seven (7) days immediately

following receipt of the executed copy of the bona fide offer.

4.3 Payment of Assessments. No Co-Owner shall be permitted to convey, mortgage, hypothecate, sell, lease, give or devise his Unit unless and until he (or his personal representative) shall have paid in full to the Board of Administrators of the Association of Co-Owners all unpaid Common Expenses theretofore assessed by the Board of Administrators against his Unit, except permitted mortgages.

4.4 Mortgage of Units.

4.4.1 Notice to Board of Administrators. A Co-Owner who mortgages his Unit shall notify the Board of Administrators of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Administrators.

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

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

ARTICLE V

Administration of Cotner Center Condominium

5.1 The Association of Co-Owners. The membership of Association of Co-Owners of the Condominium shall consist of all Co-Owners as defined above in 1.8 No person or entity shall be a member solely by virtue of holding a lease, lien, license or security interest, such as a mortgage in a Unit.

5.2 Responsibilities of the Association of Co-Owners. The Association of Co-Owners shall have the responsibility of administering the Property, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Property, and performing all other acts that may be required to be performed by the Association of Co-Owners by the Condominium Property Act and this Master Deed and Declaration.

5.3 Board of Administrators. Except as to those matters which the Condominium Property Act specifically provides are to be performed by the vote of the Co-Owners of the Units, the administration of the responsibilities of the Association of

Co-Owners shall be performed by a Board of Administrators, as more particularly set forth in this Master Deed and the By-Laws of Cotner Center Condominium.

5.4 Voting Rights of Co-Owners. Unless otherwise provided in the By-Laws or a nonwaivable provision of the Act, on any matter that requires a vote of the Co-Owners, each Unit shall be entitled to one (1) vote. The Percentage Interest as set forth herein is established for allocations of common expenses and other purposes described herein, but a greater Percentage Interest does not entitle any Unit to a greater vote in any matters.

ARTICLE VI

Operation of the Property

6.1 Determination of Common Expenses and Assessments Against Co-Owners.

6.1.1 Fiscal Year. The fiscal year of the Condominium shall consist of the twelve-month period commencing on January 1 of each year and terminating on December 31 of such year.

6.1.2 Preparation and Approval of Budget. Each year on or before December 1st, the Board of Administrators of the Association of Co-Owners shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which it is the responsibility of the Board of Administrators to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Condominium Property Act, the Master Deed, the By-Laws or a resolution of the Association of Co-Owners, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Co-Owners of all related services. Such budget shall also include such reasonable amounts as the Board of Administrators considers necessary to provide working capital for the Condominium, a general operating reserve, and reserves for contingencies and replacements. The Board of Administrators shall send to each Co-Owner a copy of the budget, in a reasonably itemized form, which sets forth the amount of the Common Expenses payable by each Co-Owner on or before thirty (30) days preceding the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Co-Owner's contribution for the Common Expenses of the

Condominium.

- 6.1.3 Assessment and Payment of Common Expenses.** The total amount of the estimated funds required for the operation of the Property set forth in the budget for the fiscal year adopted by the Board of Administrators shall be assessed against each Co-Owner in proportion to his respective Percentage Interest, and shall be a lien against each Co-Owner's Unit as of the first day of the fiscal year to which such budget applies. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, each Co-Owner shall be obligated to pay to the Board of Administrators or the Managing Agent (as determined by the Board of Administrators), one-twelfth (1/12th) of the assessment for such fiscal year made pursuant to the foregoing provisions. Within sixty (60) days after the end of each fiscal year, the Board of Administrators shall supply to all Co-Owners an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Administrators for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, if the Board of Administrators deems it advisable, be credited according to each Co-Owner's Percentage Interest to the next monthly installments due from Co-Owners under the current fiscal year's budget.
- 6.1.4 Reserves.** The Board of Administrators shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves.
- 6.1.5 Initial Assessment by Board of Administrators.** When the Board of Administrators elected under the By-Laws takes office, it shall determine the budget, as defined in this section, for the period commencing thirty (30) days after their election and ending on December 31 of the fiscal year in which their election occurs. Assessments shall be levied against the Co-Owners during said period as provided in 6.1.3 above.
- 6.1.6 Effect of Failure to Prepare or Adopt Budget.** The failure or delay of the Board of Administrators to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of a Co-Owner's obligation to pay his allocable share of

the Common Expenses as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Co-Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until the monthly payment which is due more than ten (10) days after such new annual or adjusted budget shall have been mailed or delivered.

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

6.2 Payment of Common Expenses. All Co-Owners shall be obligated to pay the Common Expenses assessed by the Board of Administrators pursuant to the provisions of 6.1 above and cannot relieve himself for any reason. Upon the sale or conveyance of a Unit, all unpaid assessments against a Co-Owner for his proportionate share of the Common Expenses shall first be paid out of the sales price or by the acquirer in preference over any other assessments or charges of whatever nature except: (i) assessments, liens and charges for taxes past due and unpaid on the Unit, and (ii) payments due under duly recorded mortgage and lien instrument

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

6.4 Penalties and Interest. In the event of a default by a Co-Owner which continues for a period in excess of fifteen (15) days, the Board of Administrators may impose a penalty not to exceed twenty percent (20%) of the amount of any fee or assessment which any Co-Owner fails to pay by the due date. In addition, each unpaid fee or assessment shall bear interest at the rate of twelve percent (12%) per annum from the due date thereof. In addition to foreclosing the lien for any amount due to the Board of Administrators for any duties or liabilities owed by any Co-Owner of any Unit, the Board of Administrators may elect to pursue any claim or cause of action against the Co-Owner in any court having jurisdiction over said case

6.5 Statement of Common Expenses. The Board of Administrators shall promptly provide any Co-Owner so requesting the same in writing, with a written statement of all unpaid assessments for Common Expenses due from such Co-Owner.

6.6 Right of Access. A Co-Owner shall grant a right of access to his Unit to the Board of Administrators or the Managing Agent, or any other person authorized by the Board of Administrators or the Managing Agent, or any group of the foregoing, for the purpose of making sanitation inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or the Common Elements,

or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in his Unit or elsewhere in the Property, or to correct any condition which violates the provisions of any mortgage covering another Unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Co-Owner. In case of an emergency, such right of entry shall be immediate, whether the Co-Owner is present at the time or not.

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

6.8 Electricity, Gas Charges, Water, Sewer, Garbage and Cable Television. Electricity shall be supplied by the public utility company serving the area directly to each Unit through separate meters, and each Co-Owner shall be required to pay the bills for electricity consumed or used in his Unit

6.8.1 The gas and electricity serving the Common Elements shall be separately measured, and the Board of Administrators shall pay all bills for such gas and electricity consumed in such portions of the Common Elements as a Common Expense.

6.8.2 The Board of Administrators shall pay all bills for water and waste water, garbage collection, and basic cable television service for the Property as a Common Expense.

ARTICLE VII

Insurance

7.1 Authority to Purchase. Except as otherwise provided in 7.3 below, all insurance policies relating to the Property shall be purchased by the Board of Administrators as trustee for the Co-Owners of the Units and their respective mortgagees, as their interests may appear. All policies of insurance shall be written with a company licensed to do business in the State of Nebraska and holding a rating of most favorable or equivalent by Best's Insurance Reports. The Board of Administrators shall make every reasonable effort to obtain insurance with the following provisions or endorsements:

7.1.1 Exclusive authority to adjust losses shall be vested in the Board of Administrators as insurance trustee;

7.1.2 The net proceeds of such policies shall be payable to the Board of Administrators as insurance trustee;

- 7.1.3 Each Co-Owner of a Unit may obtain additional insurance covering his real property interest at his own expense;
- 7.1.4 The insurance coverage shall not be brought into contribution with insurance purchased by individual Co-Owners;
- 7.1.5 The insurer waives its right of subrogation against any insured.
- 7.1.6 That the insurance coverage cannot be canceled or substantially modified without at least ten (10) days prior written notice to the Board of Administrators.

7.2 Insurance Coverage

- 7.2.1 The Board of Administrators, for the benefit of the Property and the Co-Owners, shall maintain a policy or policies of casualty and multiperil, "all risk" insurance on the property with provisions and endorsements, for the actual cash value or for the full insurable replacement value of the Units (including fixtures, installations or additions comprising a part of the Building within the unfinished interior surfaces of the perimeter walls floors and ceilings of the individual Units initially installed, or replacements thereof, in accordance with the original plans and specifications, or installed by or at the expense of a Co-Owner) and the Common Elements (including common areas and facilities, items of common personal property and fixtures) payable to the Board of Administrators as insurance trustee to be disbursed in accordance with this Master Deed and Declaration. The policy or policies shall contain an "Inflation Guard" endorsement, or an agreed amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and a decision not to rebuild. Said policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees, if any, of each Unit.
 - 7.2.1.1 A certificate of insurance of said policy or policies of casualty and multiperil insurance and all renewals thereof shall be delivered by the insurance carrier to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies.
- 7.2.2 The Board of Administrators shall also be required to obtain and maintain public liability and property damage insurance for all persons for whom coverage can be written in such limits as the Board of Administrators may from time to time determine, insuring the Association of Co-Owners, the Board of Administrators, the

individual Co-Owners and their respective lessees and employees against any liability to the public or to the Co-Owners of Units, and the individual Co-Owners of the Units incident to the ownership and/or use of the Building, other than an individual Unit, and including all of the common Elements, both real and personal. Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000) for any one person injured in any one occurrence [and is to include Five Thousand Dollars (\$5,000) medical payments coverage] and coverage shall not be less than One Million Dollars (\$1,000,000) for property damage in each occurrence. The limits of coverage in said liability policy shall be reviewed at least annually by the Board of Administrators and increased at its discretion. Said policy or policies shall be issued on a broad form comprehensive general liability basis and, if possible, shall provide cross-liability endorsements for possible claims of any one or more or group of insureds, without prejudice to the right of a named insured under the policies to maintain an action against another named insured.

- 7.2.3 The Board of Administrators shall also be required to obtain and maintain, to the extent maintainable, coverage for the Association of Co-Owners itself, and for the individual members of the Board of Administrators and the officers of the Association in an amount of not less than One Million Dollars (\$1,000,000), protecting against negligent acts, errors, omissions or breaches of duty on the part of any person acting in the capacity of a member of the Board of Administrators or as an officer.
- 7.2.4 The Board of Administrators shall obtain and maintain broad form boiler and machinery coverage, in the minimum amount of at least Five Hundred Thousand Dollars (\$500,000) per accident per location, affording protection due to loss through a boiler explosion. This coverage may be increased or decreased at the discretion of the Board of Administrators
- 7.2.5 The Board of Administrators shall obtain and maintain Workmen's Compensation insurance as required by law.
- 7.2.6 The Board of Administrators shall obtain such other insurance as it deems, in its sole discretion, to be in the best interests of the Association and the Co-Owners.

7.3 Separate Insurance

- 7.3.1 Co-Owner or Occupant Personal Property and Personal Liability Coverage.** All Co-Owners, agents, lessees and tenants

occupying any Unit are required to obtain and maintain casualty and liability insurance covering their Unit and contents, and including coverage for their personal property, Three Hundred Thousand Dollars (\$300,000) for comprehensive personal liability and Five Thousand Dollars (\$5,000) medical payments. All such policies shall contain a standard loss of use and additional expenses provision. The Board of Administrators shall review these coverage limits annually and may require such increased coverage as they see fit. Nothing above shall be construed to limit acquisition by a Co-Owner, agent, lessee or tenant of such additional coverage as he may desire including, but not limited to, coverage for scheduled items of personal property. All policies so purchased shall waive subrogation and contribution clauses and provisions. Each Co-Owner, agent, lessee or tenant shall provide the Board of Administrators with certificates of insurance providing evidence of the initial coverage as outlined above and all renewals thereof.

- 7.3.2 Co-Owners' Additional Coverage on Real Property Interest.** Each Co-Owner shall have the right at his own expense to obtain additional insurance to cover his real property interest in his Unit, provided that no Co-Owner shall be entitled to exercise his right to acquire or maintain such additional insurance coverage so as to decrease the amount which the Board of Administrators, on behalf of the Co-Owners, may realize under any insurance policy which it may have in force on the Property at any particular time or to cause any insurance coverage maintained by the Board of Administrators to be brought into contribution with such additional insurance coverage obtained by the Co-Owner. All such additional policies shall contain waivers of subrogation. Any Co-Owner who obtains individual insurance policies covering any portion of the Property, other than personal property belonging to such Co-Owner, shall be required to file a copy of such individual policy or policies with the Board of Administrators within thirty (30) days after the purchase of such insurance.

ARTICLE VIII

Repair and Reconstruction After Fire or Other Casualty

8.1 When Repair and Reconstruction are Required. In the event of damage to or destruction of all or any part of the Building as a result of fire or other casualty, the Board of Administrators shall arrange for the supervision of and the prompt repair and restoration of the Building (including any damaged Units, and any floor coverings initially required to be located therein upon the creation of the Condominium, and replacements thereof installed by the Co-Owners; but not including any furniture, furnishings, fixtures

or equipment installed by the Co-Owners in the Units). Notwithstanding the foregoing, each Co-Owner shall have the right to supervise the redecorating of his own Unit. Provided, however, if more than three-fourths (3/4) of the Building is destroyed, then the repair obligations set forth in this section shall only apply if three-fourths (3/4) of the Co-Owners vote in favor of reconstruction and repair of the Building at a meeting called within thirty (30) days after the occurrence of the casualty, or, if by such date the insurance loss has not been adjusted, then within thirty (30) days thereafter.

8.2 Procedure for Reconstruction and Repair.

8.2.1 Cost Estimates. Immediately after a fire or other casualty causing damage to any Building, the Board of Administrators shall obtain reliable and detailed estimates of the cost of repairing and restoring the Building and all Common Elements, and replacements thereof installed by the Co-Owner, but not including any other furniture, furnishings, fixtures or equipment installed by the Co-Owner in the Unit, to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Administrators determines to be necessary.

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

8.2.3 Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Property was originally constructed.

8.2.4 Encroachments. Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Co-Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the Map of Condominium under which the Property was originally constructed. Such encroachment shall be allowed to continue in

existence for so long as the reconstructed Building shall stand.

8.3 Disbursements of Construction Funds.

8.3.1 Construction Fund. The net proceeds of insurance collected on account of a casualty and the funds collected by the Board of Administrators from assessments against Co-Owners on account of such casualty shall constitute a construction fund which shall be held by the Administrators and disbursed in payment of the cost of reconstruction and repair in the manner set forth below.

8.3.2 Method of Disbursement. The construction fund shall be paid by the Board of Administrators in appropriate progress payments to such contractors, suppliers and personnel engaged in performing the work or supplying materials or services for the repair and reconstruction of the Building as are designated by the Board of Administrators.

8.3.3 Surplus. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the Co-Owners and their mortgagees who are the beneficial owners of the fund; provided, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by the Co-Owner into the construction fund shall not be made payable to any mortgagee.

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

8.4 When Reconstruction is not Required. If more than three-fourths (3/4) of the Building is destroyed by fire or other casualty and three-fourths (3/4) of the Co-Owners fail to vote in favor of repair or restoration within the period of time prescribed by 8.1, the Board of Administrators shall record with the Register of Deeds a notice setting forth such facts and, upon the recording of such notice:

8.4.1 The Property shall be deemed to be owned in common by the Co-Owners.

8.4.2 The undivided interest in the Property owned in common which shall appertain to each Co-Owner shall be the percentage of undivided interest previously owned by such Co-Owner in the Common

Elements.

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

ARTICLE IX

Condemnation

9.1 Procedure in Response to a Taking. In the event of a taking in condemnation or by eminent domain of part or all of the Property, the award made for such taking shall be payable to the Board of Administrators. Such award shall be disbursed as follows:

- 9.1.1 If (i) less than three-fourths (3/4) of the Building is destroyed by such taking, or (ii) if more than three-fourths (3/4) of the Co-Owners vote in favor of the repair and reconstruction of the Property at a meeting which shall be called within thirty (30) days after the taking, then in either case such reconstruction or repair shall be accomplished in the same manner as set forth in Article VIII of this Master Deed and Declaration in the case of damage by fire or other casualty.
- 9.1.2 If more than three-fourths (3/4) of the Building is destroyed by such taking and three-fourths (3/4) of the Co-Owners fail to vote in favor of reconstruction or repair of the Property within thirty (30) days after the taking, the Board of Administrators shall record with the Register of Deeds a notice setting forth such facts and, upon the recording of such notice:
- 9.1.2.1 The Property shall be deemed to be owned in common by the Co-Owners.
- 9.1.2.2 The undivided interest in the Property owned in common which shall appertain to each Co-Owner shall be the percentage of undivided interest previously owned by such Co-Owner in the Common Elements.

9.1.2.3 Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Co-Owner in the Property.

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

ARTICLE X

Restrictive Covenants and Obligations

10.1 General Restrictions on Use of Units. Each Unit and the Common Elements shall be occupied and used as follows:

10.1.1 No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed.

10.1.2 Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property, or the contents thereof, applicable for residential or professional use without the prior written consent of the Board of Administrators. No Co-Owner shall permit anything to be done or kept in his Unit or in the Common Elements which shall result in the cancellation of insurance on the Property, or the contents thereof, or which would be in violation of any law.

10.1.3 No immoral, improper, abnormal, offensive or unlawful use shall be made of the Property or any part thereof and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with by and at the sole expense of the Co-Owner or the Board of Administrators, whichever shall have the obligation to maintain or repair such portion of the Property.

10.1.4 Nothing shall be done in any Unit or in, on or to the Common

Elements which will impair the structural integrity of the Property or which would structurally change the Building except as is otherwise provided in the Master Deed.

- 10.1.5 No tenant of a Unit may make any excessive noise or cause any annoyance or do any act that may disturb the peace of the other Co-Owners or tenants.
- 10.1.6 Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board of Administrators.
- 10.1.7 The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.
- 10.1.8 No antennas may be erected by any Co-Owner.
- 10.1.9 No portion of a Unit (other than the entire Unit) may be rented
- 10.1.10 No wood burning or gas burning fireplace may be used.
- 10.1.11 Each Co-Owner shall maintain the physical security of the Building, including keeping locks on exterior Unit doors, sliding glass doors, and windows in good repair.
- 10.1.12 No items may be stored on balconies or patios Reasonable items commonly used on a patio (i.e. table, chairs, umbrella and swing sets) may be kept on a patio. Barbeque grills are not allowed on a patio.
- 10.1.13 Patios and balconies may not be totally or partially enclosed without the permission of the Board of Administrators.
- 10.1.14 Pets:
 - a. Only fish and small birds are allowed to be kept as pets;
 - b. Dogs and cats may visit in the condominiums, but cannot stay overnight in either the condominiums or the motels;
 - 1. Visiting pets are to be reported to the office.
 - 2. Visiting pets must be licensed and current on inoculations.
 - 3. Visiting pets must be restrained and well behaved; and
 - 4. Pet owners, and those they are visiting, are responsible for cleaning up all pet waste.
 - (i). If needed, Co-Owners being visited may be assessed a clean-up fee as set by the Board of Administrators.

c On a case by case basis, the Board of Administrators may revoke pet visits for violation of any part of (b) above.

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

ARTICLE XI

Compliance and Default

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

11.1.1 Legal Proceedings. Failure to comply with any of the terms of this Master Deed, the By-Laws and the Rules and Regulations shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in the By-Laws, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association of Co-Owners, the Board of Administrators, the Managing Agent, or, if appropriate, by an aggrieved Co-Owner.

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

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

11.1.4 No Waiver of Rights. The failure of the Association of Co-

Owners, the Board of Administrators or of a Co-Owner to enforce any right, provision, covenant or condition which may be granted by the Purchase Agreement, Master Deed, By-Laws or the Rules and Regulations shall not constitute a waiver of the right of the Association of Co-Owners, the Board of Administrators or the Co-Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association of Co-Owners, the Board of Administrators or any Co-Owner pursuant to any term, provision, covenant or condition of the Purchase Agreement, Master Deed, By-Laws or the Rules and Regulations shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by this Master Deed, By-Laws or the Rules and Regulations, or at law or in equity.

11.1.5 **Interest.** In the event of a default by any Co-Owner in paying any Common Expenses or other sum assessed against him which continues for a period in excess of fifteen (15) days, such Owner shall be obligated to pay interest on the amounts due at the rate of twelve percent (12%) per annum from the due date thereof and may be subject to pay a penalty not to exceed twenty percent (20%) at the discretion of the Board of Administrators as provided under 6.4 above.

11.1.6 **Abatement and Enjoinment of Violations by Co-Owners.** The violation of any rule or regulation adopted by the Board of Administrators or the breach of any By-Law or the breach of any provision of this Master Deed shall give the Board of Administrators the right, in addition to any other rights set forth in the By-Laws: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Co-Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Administrators shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or (c) to temporarily suspend the rights of such Co-Owner, members of his family and invitees from using any of the Common Elements.

11.2 Lien for Contributions.

11.2.1 The total annual contribution for each Co-Owner is hereby declared to be a lien levied against the Unit of such Co-Owner within the purview of the Condominium Property Act, which lien shall be effective as of the first day of each such year and shall be

subject to any prior recorded mortgage. The Board of Administrators or the Managing Agent may file or record such other or further notice of lien or such other or further document as may be required by the then laws of the State of Nebraska to confirm the establishment of such lien. Neither the Board of Administrators nor any person filing said notice on behalf of the Board shall incur any liability whatsoever for the filing of said notice. Failure to file said lien notice shall in no way affect the validity or the assessment or fee.

- 11.2.2 In any case where an assessment against a Co-Owner is payable in installments, upon a default by such Co-Owner in the payment of any single installment, which continues for ten (10) days after written notice of such default has been sent to the Co-Owner, the maturity of the remaining total or the unpaid installments of such assessments may be accelerated, at the option of the Board of Administrators, and the then balance owing may be declared due and payable in full by the service of notice of such effect upon the defaulting Co-Owner by the Board of Administrators or the Managing Agent
- 11.2.3 The lien for contributions may be foreclosed in the manner provided by the laws of the State of Nebraska by suit brought in the name of the Board of Administrators or the Managing Agent acting on behalf of the Association of Co-Owners. During the pendency of such suit the Co-Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceeding shall have the right to the appointment of a receiver, if available under the then laws of the State of Nebraska
- 11.2.4 Suit to recover a money judgment for unpaid contributions shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be maintainable notwithstanding the pendency of any suit to recover a money judgment.

ARTICLE XII

General and Miscellaneous Provisions

12.1 Amendment of Master Deed and Declaration. This Master Deed may be amended at any time by vote of at least seventy-five percent (75%) of the Co-Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. No such amendment shall be effective until recorded among the land records of Lancaster County, Nebraska.

12.1.1 Additional land, buildings, apartments, improvements, structures, easements, rights or obligations, in whole or in part, may be divided, added to or deleted from the Condominium Property Regime at any time by vote of at least seventy-five percent (75%) of the Co-Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. Upon approval of such divisions, additions or deletions in writing, an amended and revised master deed and attached plans shall be filed for record and the basic values shall be recomputed and filed for record. No such amendment shall be effective until recorded among the land records of Lancaster County, Nebraska.

12.2.2 The Percentage interests shall not be changed except by unanimous consent of all the Co-Owners, which change shall be evidenced by an appropriate amendatory declaration to such effect. No such amendment shall be effective until recorded among the land records of Lancaster County, Nebraska.

12.2 No Revocation or 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.

12.2.1 In the event of condemnation or destruction of more than three-fourths (3/4) of the Building, the dedication of the Property to the Condominium Property Regime shall not be waived or revoked unless three-fourths (3/4) of the Co-Owners and the mortgagees of all of the mortgages covering the Units agree to such revocation or waiver.

12.3 Sale of Property or Waiver of Condominium Regime. By an affirmative vote of at least seventy-five percent (75%) of the Co-Owners, the Co-Owners may elect to sell or otherwise dispose of the property, or to waive the condominium property regime. Provided, that the individual Units are unencumbered or, if encumbered, that the creditors in whose behalf the encumbrances are recorded agree to accept as security the undivided portions of the Property owned by the debtors. Upon waiver of the regime, the Co-Owner shall own the property as tenants in common in accordance with their interest as determined under this Master Deed and as expressed in Exhibit C. Any such action shall be binding upon all Co-Owners as it shall thereupon be the duty of every Co-Owner to execute and deliver such instruments and to perform all acts as may be necessary.

12.4 Invalidity. The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed, and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

12.5 Conflict. In the event of any conflict between this Master Deed and Declaration and provisions of the laws of the State of Nebraska, the latter shall govern and apply.

12.6 Exemption. No Co-Owner of a Unit may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the general Common Elements and facilities or by the abandonment of his Unit.

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

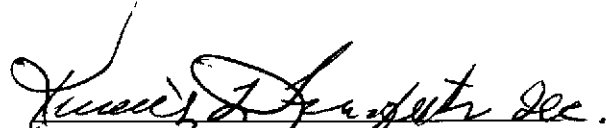
12.8 Captions. The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Master Deed or the intent of any provision thereof

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

IN WITNESS WHEREOF, Betty J. Eacker and Kenneth L. Linafelter, representing the Board of Administrators and the Co-Owners of the Cotner Center Condominium Association of Co-Owners, Inc., do hereby ratify and affirm that (i) the merger of the Cotner Center Condominium and Cotner Center Condominium—Building B, and (ii) this Amended and Restated Master Deed and Declaration were voted on and approved by at least seventy-five percent (75%) of the Co-Owners, as required pursuant to the Previous Master Deeds and the Nebraska Condominium Property Act. Accordingly, and pursuant to the vote of the Co-Owners, the undersigned have caused this Amended and Restated Master Deed and Declaration of Cotner Center Condominium to be executed on this 6th day of March, 2012.



President, Betty J. Eacker

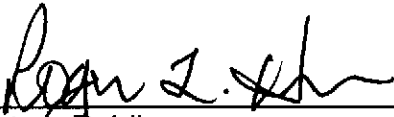


Secretary, Kenneth L. Linafelter

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing Amended and Restated Master Deed and Declaration was acknowledged before me this 6th day of March, 2012 by Betty J. Eacker, President of the Cotner Center Condominium Association of Co-Owners, Inc., and Kenneth L. Linafelter, Secretary of the Cotner Center Condominium Association of Co-Owners, Inc., of behalf of the association.





Notary Public

Schedule of Exhibits

- A – Description of Land
- B – Description of Previous Master Deeds
- C – Allocation of Interests
- D – Map of Condominium
- E – Bylaws of the Cotner Center Condominium Association of Co-Owners, Inc.

Exhibit A

Description of the Land

Units 1A, and A1 through A20, Cotner Center Condominium Property Regime, Lincoln, Lancaster County, Nebraska;

and

Units B101 through B123, B125, B201 through B223, B225, B301 through B323, B325, B401 through 411, B425, Building B, Cotner Center Condominium Property Regime, Lincoln, Lancaster County, Nebraska.

(Prior to dividing the Land into condominium units pursuant to the Previous Master Deeds, the Land was legally defined as.

Lots 1 thru 12, Block 56 and all vacated North-South and East-West alleys adjacent; Lot 7 and West ½ Lot 8 and South ½ vacated East-West alley adjacent; North ½ vacated East-West alley adjacent to Lots 3 thru 6, all in Block 55; and all vacated 67th St. adjacent to Blocks 55 & 56 Except East 10.5' of the north 140' thereof. East ½ of lot 8 and Lots 9 thru 12, Block 55 and South ½ vacated East-West alleys adjacent. All located in Bethany Heights Addition, Lincoln, Lancaster County, Nebraska)

Pursuant to Section 2.17 of this Master Deed, the Property shall now be known as:

Units 1A, A1 through A20, B101 through B123, B125, B201 through B223, B225, B301 through B323, B325, B401 through 411, B425, Cotner Center Condominium Property Regime, Lincoln, Lancaster County, Nebraska; according to the Amended and Restated Master Deed and Declaration recorded on [A], under Instrument No [B].

(Where [A] is the date this Master Deed is recorded and [B] is the instrument number given this Master Deed upon recordation by the Register of Deeds of Lancaster County, Nebraska.)

EXHIBIT B

List of Previous Master Deeds and amendments. (all of the following are amended, restated and superseded by this Master Deed)

1. Master Deed and Declaration dated July 21, 1982 and recorded July 21, 1982 as INST. NO. 82-11010
2. Amendment to the Master Deed and Declaration dated August 6, 1982 and recorded August 6, 1982 as INST. NO. 82-12016
3. Master Deed and Declaration of Cotner Center Condominium Building "B" dated February 2, 1984 and recorded February 15, 1984 as INST. NO. 84-3243
4. Second Supplement to Master Deed, dated July 27, 1984 and recorded August 6, 1984 as INST. NO. 84-18804
5. Third Supplement to Master Deed, dated October 10, 1985 and recorded October 14, 1985 as INST. NO. 85-27579
6. First Amendment of Third Supplement, dated February 25, 1988 and recorded February 29, 1988 as INST. NO. 88-4762
7. Amendment to the Master Deed and Declaration and Supplemental Master Deed and Declaration Cotner Center Condominium Building "B" dated July 13, 2009 and recorded July 15, 2009 as INST. NO. 2009039163
8. Amendment to the Master Deed and Declaration, Supplemental Master Deed and Declaration, and Master Deed Amendment INST. No. 2009039163 of Cotner Center Condominium dated October 12, 2010 and recorded October 12, 2010 as INST. NO. 2010045396

EXHIBIT C

Allocation of Interests

Cotner Center Condominium

All units have the street address of 1540 North Cotner Blvd , Lincoln, Nebraska 68505

Condominium percent interest is assigned to Units according to the following formula:

$$\frac{\text{Square Footage of Unit}}{\text{Total Square Footage of All Units}} = \text{Percent Interest of Unit}$$

Formula shows that each unit is assigned a percent interest value with respect to the unit's square footage of floor space. Each such unit shall pay the percent interest value in dollars for each \$100 worth of common area expense relating to Real Estate Taxes associated with the common areas.

			Square Foot		%Interest
21 Units	Building "A" Total Square Footage	=	17,002.48	=	20.596%
23 Units	First Floor Building "B" Total Square Footage	=	18,452.67	=	22.352%
24 Units	Second Floor Building "B" Total Square Footage	=	18,480.19	=	22.386%
24 Units	Third Floor Building "B" Total Square Footage	=	19,177.62	=	23.231%
12 Units	Fourth Floor Building "B" Total Square Footage	=	9,439.64	=	11.435%
104 units	TOTAL		82,552.60		100.000%

BUILDING "A"

Floor	Unit No	Area (Sq. Ft.)	% Interest
1	1A	675.00	0.818
2	A1	882.03	1.068
2	A2	786.46	0.953
2	A3	631.28	0.765
2	A4	760.26	0.921
2	A5	933.97	1.131
2	A6	797.57	0.966
2	A7	731.01	0.886
2	A8	752.15	0.911
2	A9	753.62	0.913
2	A10	928.58	1.125
3	A11	883.50	1.071
3	A12	804.75	0.975
3	A13	793.63	0.961
3	A14	793.63	0.961
3	A15	904.94	1.096
3	A16	821.57	0.995
3	A17	797.57	0.966
3	A18	799.23	0.968
3	A19	842.63	1.021
3	A20	929.10	1.125
"A" Building TOTALS		17,002.48	20.596%

BUILDING "B"

Floor	Unit No	Area (Sq Ft)	% Interest
1	MR1, MR2, MR3 (B101)	836.26	1.013
1	Retail (B102)	836.26	1.013
1	B103	548.36	0.664
1	B104	836.26	1.013
1	B105	819.56	0.993
1	B106	836.26	1.013
1	B107	548.26	0.664
1	B108	836.26	1.013
1	B109	819.56	0.993
1	B110	836.26	1.013
1	B111	684.25	0.829
1	B112	836.26	1.013
1	B113	836.26	1.013
1	B114	836.26	1.013
1	B115	836.26	1.013
1	B116	836.26	1.013
1	B117	836.26	1.013
1	B118	816.26	0.988
1	B119	836.26	1.013
1	B120	836.26	1.013
1	B121	836.26	1.013
1	B123	836.26	1.013
1	B125	836.26	1.013
1st Floor TOTALS		18,452.67	22.352%
2	B201	528.75	0.637
2	B202	836.26	1.013
2	B203	836.26	1.013
2	B204	548.26	0.664
2	B205	830.26	1.013
2	B206	548.26	0.664
2	B207	569.88	0.689
2	B208	548.26	0.664
2	B209	836.26	1.013
2	B210	836.26	1.013
2	B211	690.10	0.834
2	B212	836.26	1.013
2	B213	836.26	1.013
2	B214	836.26	1.013
2	B215	836.26	1.013
2	B216	836.26	1.013
2	B217	836.26	1.013
2	B218	836.26	1.013
2	B219	836.26	1.013
2	B220	836.26	1.013
2	B221	836.26	1.013
2	B222	836.26	1.013
2	B223	836.26	1.013
2	B225	836.26	1.013
2nd Floor TOTALS		18,480.19	22.386%

BUILDING "B"

Floor	Unit No	Area (Sq Ft)	% Interest
3	B301	958.99	1.162
3	B302	836.26	1.013
3	B303	836.26	1.013
3	B304	548.26	0.664
3	B305	836.26	1.013
3	B306	556.95	0.675
3	B307	836.26	1.013
3	B308	548.26	0.664
3	B309	822.38	0.996
3	B310	836.26	1.013
3	B311	690.10	0.834
3	B312	836.26	1.013
3	B313	836.26	1.013
3	B314	836.26	1.013
3	B315	836.26	1.013
3	B316	836.26	1.013
3	B317	836.26	1.013
3	B318	836.26	1.013
3	B319	836.26	1.013
3	B320	836.26	1.013
3	B321	836.26	1.013
3	B322	836.26	1.013
3	B323	836.26	1.013
3	B325	836.26	1.013
3rd Floor TOTALS		19,177.62	23.231%
4	B401	958.99	1.163
4	B402	548.26	0.664
4	B403	836.26	1.013
4	B404	548.26	0.664
4	B405	836.26	1.013
4	B406	548.26	0.664
4	B407	836.26	1.013
4	B408	548.26	0.664
4	B409	836.26	1.013
4	B410	548.26	0.664
4	B411	921.10	1.116
4	B425	1,473.21	1.784
4th Floor TOTALS		9,439.64	11.435%

*The Property referred to as Unit 1C is a Common Element and is not a condominium Unit

As per By-Laws, when voting, each of the 104 units shall have one vote each or, each vote has a value of .96154 of all votes cast Monthly Fees will be set annually by the Board of Administrators at the December meeting prior to the fiscal year starting on January 1st

EXHIBIT D

Map of Condominium

The plats and plans originally created and recorded as part of the Previous Master Deeds, specifically the plats and plans recorded as part of Instrument number 82-11010 and Instrument number 84-3243, are hereby incorporated by reference as this Exhibit "D".

Note that pursuant to the plats and plans attached to Instrument number 84-3243, and therefore incorporated into and affirmed in this Exhibit "D", Unit B411 includes the 11'x21' Sun Room attached to Unit B411. Said Sun Room is, and has been, part of Unit B411 and is not common area of the condominium regime. In order to clarify any misperception or confusion, the Association does hereby quitclaim any interest in the portion of Unit B411 depicted as the Sun Room and shall take all and all actions necessary to quitclaim any interest in Unit B411 as of the date of this Master Deed.

**Exhibit E
Bylaws**

These By-laws of the Cotner Center Condominium Association of Co-Owners, Inc., are valid and in effect as of the date of the Amended and Restated Master Deed and Declaration of Cotner Center Condominium, to which these By-laws are attached as Exhibit E. These By-laws are identical to the By-Laws adopted, recorded on October 4, 1988 as INST. NO. 88-30691, as amended by the amendment to the By-laws recorded on December 17, 1991 as INST. NO. 91-41928

BY-LAWS

for

**COTNER CENTER CONDOMINIUM ASSN.
1540 N. Cotner Blvd.
Lincoln, NE 68505**

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ARTICLE 1

Plan of Unit Ownership

Section 1. **Unit Ownership.** The property located in the City of Lincoln, the County of Lancaster, State of Nebraska (hereinafter called the "Property"), has been submitted to the provisions of the Condominium Property Act of the State of Nebraska (Sections 76-801 to 76-823, Neb Rev Stat., (Reissue 1976) by the Master Deed and Declaration recorded in the land records in and for Lancaster County, Nebraska, simultaneously herewith, and shall hereinafter be known as "Cotner Center Condominium" (hereinafter called the "Condominium").

Section 2. **Applicability of By-Laws.** The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. All present and future owners, mortgagees, lessees and occupants of Units and their employees, guests, invitees and any other person who may use the facilities of the Property in any manner, are subject to these By-Laws, the Master Deed and Declaration and the Rules and Regulations adopted by the Board of Administrators. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit shall conclusively establish the acceptance and ratification of these By-Laws, the Rules and Regulations and the provisions of the Master Deed and Declaration, as they may be amended from time to time, by the person so acquiring, owning, leasing or occupying a Unit and shall constitute an agreement by such person to comply with the same and be evidence thereof.

Section 3. **Administration.** The office of the Condominium and of the Board of Administrators shall be located at the Condominium or at such other place as may be designated from time to time by the Board of Administrators

ARTICLE II

Association of Co-Owners

Section 1 **Composition.** All of the Co-Owners of Units contained in the Condominium shall constitute the "Association of Co-Owners," who shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the contributions to the common expenses, arranging for the management of the Condominium, and performing all of the other acts that may be required to be performed by the Association of Co-Owners by the Condominium Property Act and the Master Deed and Declaration. Except as to those matters which the Condominium Property Act specifically requires to be performed by the vote of the Co-Owners of the Units the administration of the foregoing responsibilities shall be performed by the Board of Administrators as more particularly set forth in Article III.

Section 2. **Annual Meetings.** The annual meetings of the Association of Co-Owners shall be held upon such date and at such time as the Board of Administrators shall determine. At such annual meetings, the Board of Administrators shall be elected by ballot of the Co-Owners in accordance with the requirements of Section 4 of Article III of these By-Laws. The association of Co-Owners may transact such other business at such meetings as may properly come before them.

Section 3 **Place of Meetings.** Meetings of the Association of Co-Owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Co-Owners as may be designated by the Board of Administrators.

Section 4. **Special Meetings.** It shall be the duty of the President to call a special meeting of the Association of Co-Owners if so directed by resolution of the Board of Administrators or upon a petition signed and presented to the Secretary by Co-Owners owning not less than twenty-five percent (25%) of the Percentage Interests of all Co-Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. **Notice of Meetings.** It shall be the duty of the Secretary to provide a notice in person or by mail of each annual or special meeting of the Co-Owners at least ten (10) but not more than twenty (20) days prior to such meeting stating the purpose thereof as well as the time and place where it is to be held, to each Co-Owner of record, at such address as each Co-Owner shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 6. **Quorum.** The presence of Co-Owners in person or by proxy who have the authority to cast a majority of all the total votes of all Co-Owners of the Association entitled to vote shall be necessary to constitute a quorum at all meetings of the Co-Owners for the transaction of business. The Quorum having once been established at a meeting, shall continue to exist for that meeting, notwithstanding the departure of any Co-Owners previously in attendance by person or by proxy. Any meeting may be adjourned upon a majority vote of those present at the time the motion to adjourn is considered.

Section 7. **Order of Business.** The order of business at all annual meetings of the Association of Co-Owners shall be as follows:

- (a) Roll call
- (b) Proof of notice of meeting
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Report of Board of Administrators
- (f) Reports of committees
- (g) Election of inspectors of election (when so required)
- (h) Election of members of the Board of Administrators (when so required)

- (i) Old business
- (j) New business

Section 8. **Voting.** Voting at all meetings of the Association of Co-Owners shall be on a percentage basis and each Unit is entitled to one (1) vote. Where the ownership of a Unit is in more than one person, then the person who shall be entitled to cast the vote of that Unit shall be the person so designated in writing by the Co-Owners of that Unit.

Wherever the approval or disapproval of a Co-Owner is required by the Condominium Property Act, the Master Deed and Declaration of these By-Laws, such approval or disapproval shall only be made by the person who would be entitled to cast the vote for the Co-Owner of such Unit at any meeting of the Association of Co-Owners. Except where a greater number is required by the Condominium Property Act, the Master Deed and Declaration or these By-Laws, a majority of the Co-Owners present is required to adopt decisions at any meeting of the Association of Co-Owners. If the Developer or the Association of Co-Owners owns or holds title to one or more Units, the Developer or the Board of Administrators, as the case may be, shall have the right at any meeting of the Association of Co-Owners to cast the votes to which such Unit(s) is entitled. The Co-Owners do not have the right of cumulative voting.

Section 9 **Proxies.** A vote may be cast in person or by proxy. Proxies may be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting and must be dated, signed and witnessed.

Section 10. **Majority of the Co-Owners.** Majority of the Co-Owners means the Co-Owners of more than fifty percent (50%) of the aggregate Percentage Interest. Any specified percentage or proportion of the Co-Owners means the Co-Owners of such number of Percentage Interest in the aggregate.

Section 11. **Conduct of Meeting.** The President shall preside over all meetings of the Association of Co-Owners and the Secretary shall keep the minutes of the meeting and record in a Minute Book all resolutions adopted by the meeting as well as a record of all transactions occurring thereat. Roberts Rules of Order shall govern the conduct of all meetings of the Association of Co-Owners when not in conflict with the Master Deed and Declaration, these By-Laws or the Condominium Property Act.

ARTICLE III

Board of Administrators

Section 1 **Number and Qualification.** The affairs of the Condominium shall be governed by a Board of Administrators. The Board of Administrators shall be composed of seven (7) persons, all of whom shall be Co-Owners of Units, or officers, directors or designees of Co-Owners. The members of the Board shall be elected in a manner and for the terms as outlined in Section 4 of this Article III

Section 2. **Powers and Duties.** The Board of Administrators shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as are not required by the Condominium Property Act or by these By-Laws to be exercised by others. The Board of Administrators shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the enjoyment of the Condominium, provided such Rules and Regulations shall not be in conflict with the Condominium Property Act or the Master Deed and Declaration. In addition to the duties imposed by these By-Laws or by any resolution of the Association of Co-Owners that may hereafter be adopted, the Board of Administrators shall have the power to, and be responsible for, the following:

- (a) preparation of an annual budget, in which there shall be established the contribution of each Co-Owner to the Common Expenses;
- (b) making assessments against Co-Owners to defray the costs and expenses of the Condominium, establishing the means and methods of collecting such assessments from the Co-Owners, and establishing the period of the installment payment of the annual assessment for Common Expenses. Unless otherwise determined by the Board of Administrators, the annual assessment against each Co-Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;
- (c) providing for the operation, care, upkeep, maintenance and surveillance of all of the Property and services of the Condominium;
- (d) designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements, and providing services for the Property, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which equipment, supplies and material shall be deemed the common property of the Co-Owners;
- (e) collecting the assessments against the Co-Owners, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of the Property,
- (f) making and amending Rules and Regulations respecting the use of the Property and the personal conduct of owners and occupants and their invitees;

- (g) opening of bank accounts on behalf of the Condominium and designating the signatories required therefore;
- (h) making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property, in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings, or for the general upkeep, repair, decorating and keeping the property in good repair and in a neat and clean condition;
- (i) enforcing by legal means the provisions of the Master Deed and Declaration, these By-Laws and the Rules and Regulations for the use of the Property adopted by it, and bringing any proceedings which may be instituted on behalf of the Co-Owners;
- (j) obtaining and carrying insurance against casualties and liabilities, as provided in the Master Deed and Declaration, and paying the premium cost thereof;
- (k) paying the cost of all services rendered to the Condominium and not billed to Co-Owners of individual Units;
- (l) keeping books with detailed accounts in chronological order to the receipts and expenditures affecting the Property, and the administration of the Condominium, specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by any Co-Owner, his duly authorized agent or attorney, or by any prospective purchaser of a Unit, at convenient hours on working days at the times and in the manner that shall be set and announced by the Board of Administrators for the general knowledge of the Co-Owners. Any prospective purchaser must be designated as such by a Co-Owner in writing. All books and records shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once a year by an outside auditor employed by the Board of Administrators who shall not be a resident of the Condominium, or a Co-Owner. The cost of such audit shall be a Common Expense.
- (m) notifying the mortgagee of any Unit of any default by the Co-Owner of such Unit whenever requested in writing by such mortgagee to send such notice;
- (n) to do such other things and acts, including the requirements of any lending institution authorized by any Co-Owner to receive such information to assist in financing the purchase of any Unit or Units, not inconsistent with the Condominium Property Act and with the Master Deed and Declaration which it may be authorized to do by a resolution of the Association.

Section 3. **Managing Agent.** The Board of Administrators may employ for the Condominium a professional Managing Agent, or Administrator, at a compensation established by the Board of Administrators, to perform such duties and services as the Board of Administrators shall authorize, including, but not limited to, the duties listed in paragraphs (a), (c), (d), (e), (h), (j), (k), (l), (m) and (n) of Section 2 of this Article III. The Board of Administrators may delegate to the Managing Agent all of the powers granted to the Board of Administrators by these By-Laws other than the powers set forth in paragraphs (b), (f), (g) and (i) of Section 2 of this Article III.

Section 4. **Nomination, Election and Term of Office.** The term of office of all members of the Board of Administrators shall be as follows. At the expiration of their term in office, any Board Member can be re-elected. The members of the Board of Administrators shall hold office until their respective successors shall have been elected by the Association of Co-Owners. In 1991, there shall be elected one (1) member to the Board of Directors for a term of three years to replace the three members whose term expires in 1991; in 1992 there shall be elected three (3) members to the Board of Directors, two of whom shall serve for a term of three years and one of whom shall serve for a term of two years; in 1993, and every third year thereafter, there shall be elected three (3) members to the Board of Directors for a term of three years each; in 1994, and every third year thereafter, there shall be elected two (2) members to the Board of Directors for a term of three years; and in 1995, and every third year thereafter, there shall be elected two (2) members to the Board of Directors for a term of three years.

- (a) Nominations for election to the Board of Administrators may be made by the Association of Co-Owners at their annual Association meeting. Nominations can be in writing. Each nominee must give prior approval in writing to have his/her name placed in nomination.
- (b) The names placed in nomination shall be submitted to a vote of the Co-Owners. In the event that no candidate receives the vote of a majority of Co-Owners, the names of the two (2) candidates receiving the greatest number of votes on the first ballot shall be resubmitted for a vote of the Co-Owners and the candidate receiving the greatest number of votes on the second ballot shall be deemed to be elected to such position on the Board of Administrators.

Section 5. **Removal of Members of the Board of Administrators.** Notwithstanding any other provisions in these By-Laws (and notwithstanding the fact that some lesser percentage may be specified by law or these By-Laws), at any regular or special meeting duly called, any one or more of the members of the Board of Administrators may be removed with or without cause, but only by the affirmative vote of seventy percent (70%) or more of the total membership of the Co-Owners. A successor may then and there be elected to fill the vacancy thus

created; provided, any Administrator whose removal has been proposed by the Co-Owners shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof. He shall be given an opportunity to be heard at the meeting.

Section 6 **Vacancies.** Vacancies in the Board of Administrators caused by any reason other than the removal of an Administrator by a vote of the Association of Co-Owners shall be filled by a vote of a majority of the remaining Administrators at a meeting of the Board of Administrators held for that purpose promptly after the occurrence of any such vacancy, even though the Administrators present at the meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Administrators for the remainder of the term of the member so removed.

Section 7. **Organization Meeting.** The first meeting of the members of the Board of Administrators following the annual meeting of the Association of Co-Owners shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Association of Co-Owners at the meeting at which such Board of Administrators shall have been elected, and no notice shall be necessary to the newly-elected members of the Board of Administrators in order legally to constitute such meeting, providing a majority of the whole Board of Administrators shall be present thereat

Section 8. **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 Administrators, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Administrators shall be given to each Administrator, in person, by mail or by telegraph, at least three (3) business days prior to the day named for such meeting

Section 9. **Special Meetings.** Special meetings of the Board of Administrators may be called by the President on three (3) business days' notice to each Administrator, given in person or by mail, which notice shall state the time, place 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 (2) Administrators.

Section 10. **Waiver of Notice.** Any Administrator may, at any time, in writing, waive notice of any meeting of the Board of Administrators, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by an Administrator at any meeting of the Board of Administrators shall constitute a waiver of notice by him of the time and place of such meeting. If all Administrators are present at any meeting of the Board of Administrators, no notice shall be required and any business may be transacted at such meeting.

Section 11 **Quorum of Board of Administrators.** At all meetings of the Board of Administrators, a majority of the Administrators shall constitute a quorum for the transaction of business, and the votes of a majority of the Administrators present at a meeting at which a quorum is present shall constitute the decision of the Board of Administrators. If at any meeting of the Board of Administrators there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. **Fidelity Bonds.** The Board of Administrators shall obtain adequate fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium funds. The premiums on such bonds shall constitute a Common Expense.

Section 13. **Compensation.** No Administrator shall receive any compensation from the Condominium for acting as such.

Section 14. **Conduct of Meetings.** The President shall preside over all meetings of the Board of Administrators and the Secretary shall keep a Minute Book of the Board of Administrators, recording therein all resolutions adopted by the Board of Administrators and a record of all transactions and proceedings occurring at such meetings. Roberts Rules of Order shall govern the conduct of the meetings of the Board of Administrators when not in conflict with the Master Deed and Declaration, these By-Laws or the Condominium Property Act

Section 15. **Order of Business.** The order of business at annual meetings, and, as far as practical, at other Co-Owners' meetings shall be:

- (a) Calling of the Roll
- (b) Proof of Notice of Meeting or Waiver of Notice
- (c) Reading of Minutes
- (d) Reports of Officers
- (d) Reports of Committees
- (e) Election of Administrators
- (f) Old Business
- (g) New Business
- (h) Adjournment

Section 16. **Liability of the Board of Administrators.** The members of the Board of Administrators shall not be liable to the Co-Owners for any mistake of judgment, negligence, or otherwise except to the extent that any loss is covered by insurance.

ARTICLE IV

Officers

Section 1 **Designation.** The principal officers of the Condominium shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Administrators. The Board of Administrators may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. All principal officers shall be members of the Board of Administrators

Section 2. **Election of Officers.** The officers of the Condominium shall be elected annually by the Board of Administrators at the organization meeting of each new Board of Administrators and shall hold office at the pleasure of the Board of Administrators

Section 3. **Removal of Officers.** Upon affirmative vote of a majority of the members of the Board of Administrators, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Administrators, or at any special meeting of the Board of Administrators called for such purpose.

Section 4. **President.** The President shall be the chief executive of the Condominium. He shall preside at all meetings of the Association of Co-Owners and of the Board of Administrators. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Act of the State of Nebraska, including, but not limited to, the power to appoint committees from among the Co-Owners and others from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5 **Vice President.** The Vice President shall assist the President and take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Administrators shall appoint some other member of the Board of Administrators to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Administrators or by the President. In the event of the resignation or removal of the President the Vice President shall automatically assume the office of President for the remainder of the term.

Section 6. **Secretary.** The Secretary shall keep the minutes of all meetings of the Association of Co-Owners and of the Board of Administrators; shall have charge of such books and papers as the Board of Administrators may direct and shall, in general, perform all the duties incident to the office of the Secretary.

Section 7. **Treasurer.** The Treasurer shall have the responsibility for the Condominium funds and securities; shall be responsible for keeping full and accurate financial records and books of the accounts showing all receipts and disbursements; for the preparation of all required financial data; shall be responsible for the deposit of all monies and other valuable effects in the name of the Board of Administrators, or the Managing Agent, in such depositories as may from time to time be designated by the Board of Administrators, and shall, in general, perform all the duties incident to the office of the Treasurer.

Section 8. **Agreements, Contracts, Deeds, Checks, etc.** All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by such person or persons as may be designated by the Board of Administrators.

Section 9. **Deposits.** All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Administrators may select.

Section 10. **Acceptance of Gifts.** The Board of Administrators may accept, on behalf of the Association, any contribution, gift, bequest or other property for the general purposes or for any special purpose of the Association.

Section 11. **Compensation of Officers.** No officer shall receive any compensation from the Condominium for acting as such.

Section 12. **Auditing.** The books and accounts of the Association shall be reviewed or audited annually by a certified public accountant.

Section 13. **Books and Records.** The books, records and papers of the Association shall be subject to inspection by any Co-Owner during reasonable business hours.

ARTICLE V

Committees

Section 1 **Executive Committee.** The Executive Committee of the Board of Administrators shall consist of the four officers elected by the Board of Administrators These are the President, Vice President, Secretary, and Treasurer together with such other members of the Board of Administrators as the Board from time to time appoints. The Executive Committee will have the following specific functions which they will perform in behalf of the entire Board.

- (a) Prepare the agenda for regular or special meetings of the Condominium Board of Administrators or the Annual or Special meetings of the Co-Owners Association

- (b) Arrange for the preparation of a preliminary annual budget for the Co-Owners Association subject to the approval of the entire Board of Administrators.
- (c) Have the authority to waive the right of first refusal in the resale of a Condominium Unit.
- (d) Carry out emergency administrative functions or initiate specific actions that may be required because of unforeseen catastrophic events such as fires; wind and snow storms; utility failures of electricity, water or sewer; structural failure or damage to buildings due to leaks, settling; or possible damage by a personal accident or vandalism; or any other non-catastrophic problem that affect the security, health, safety, and well being of any residents in any or all of the condominiums.
- (e) Keep all Board Members informed of all actions, decisions and expenditures required for any emergency or other action taken by the Executive Committee.
- (f) Prepare and issue memorandums and other correspondence that relate to important condominium issues, plus other tasks or assignments that may be delegated to this Committee by the Board of Administrators.

However, the Executive Committee shall not have the authority of the Board of Administrators in reference to the following: amending, altering or repealing the By-Laws; electing, appointing or removing any member of a committee appointed by the Board of Administrators; authorizing the sale, lease, exchange or mortgage of any property or assets of the Association; authorizing the voluntary dissolution of the Association or revoking proceedings therefore; adopting a plan for the distribution of the assets of the Association, or amending, altering, or repealing any resolution of the Board of Administrators, which by its terms provides that it shall not be amended, altered, or repealed by the Executive Committee.

Section 2 **Other Committees**. Other committees not having and exercising the authority of the Board of Administrators in the management of the corporation may be designated by a resolution adopted by a majority of the Administrators present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.

Section 3. **Term of Office**. Each member of a committee shall continue as such until the next annual meeting of the members of the Board of Administrators and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 4. **Chairman**. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof

Section 5. **Vacancies.** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 6. **Quorum.** Unless otherwise provided in the resolution of the Board of Administrators designating a committee, a simple majority of the whole committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7. **Rules.** Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Administrators.

ARTICLE VI

Miscellaneous

Section 1. **Definitions.** The terms used in these By-Laws are defined as they are in the Master Deed and Declaration, except as otherwise specified herein.

Section 2. **Notices.** All notices, demands, bills, statements or other communication under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by mail, first class, postage prepaid:

- (a) if to a Co-Owner, at the address which the Co-Owner shall designate in writing and file with the Secretary, or if no such address is designated, at the address of the Unit of such Co-Owner, or
- (b) if to the Association of Co-Owners, the Board of Administrators or the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Co-Owners pursuant to this Section.

Section 3. **Invalidity.** The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 4. **Captions.** The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 5. **Gender.** The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

ARTICLE VII

Amendments to By-Laws

Section 1. **Amendments.** Except as otherwise provided in this Section, these By-Laws may be modified or amended by a majority vote of the Co-Owners at any regular or special meeting of the Association of Co-Owners. Notice of the proposed amendment shall have been given to each Co-Owner at least fourteen (14) days in advance of such meeting.

Section 2. **Recording.** A modification or amendment of these By-Laws shall become effective only upon being transcribed, certified by the President and Secretary of the Association, and a copy thereof recorded in the land records in and for Lancaster County, Nebraska, within twenty (20) days from the date on which such modification or amendment has been affirmatively and duly approved by the required parties

Section 3. **Conflicts.** No modification or amendment of these By-Laws may be adopted which shall be inconsistent with the provisions of the Condominium Property Act. A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official By-Laws of the Condominium, and all Co-Owners shall be bound to abide by such modification or amendment.

Cotner Center Condominium
1540 N. Cotner Blvd.
Lincoln, NE 68505

Identification of Condominium Units

Cotner Center Condominium consists of Building "A" and Building "B" Building "A", the old Bethany School, contains 20 condominiums that are numbered one through twenty with the prefix of (A) Building "B", attached to Building "A" at A's south west corner, contains 81 condominiums that are numbered according to floor locations with first floor having the prefix (B1), the second floor prefix is (B2), the third floor prefix is (B3), and the fourth floor prefix is (B4) The total number of condominiums in "A" and "B" Building is 101

BUILDING "A"

Parcel ID	Unit #
17-16-455-001-107	A1
17-16-455-001-002	A1
17-16-455-001-003	A2
17-16-455-001-004	A3
17-16-455-001-005	A4
17-16-455-001-006	A5
17-16-455-001-007	A6
17-16-455-001-008	A7
17-16-455-001-009	A8
17-16-455-001-010	A9
17-16-455-001-011	A10
17-16-455-001-012	A11
17-16-455-001-013	A12
17-16-455-001-014	A13
17-16-455-001-015	A14
17-16-455-001-016	A15
17-16-455-001-017	A16
17-16-455-001-018	A17
17-16-455-001-019	A18
17-16-455-001-020	A19
17-16-455-001-021	A20

1ST FLOOR BUILDING "B"

Parcel ID	Unit #
17-16-455-001-022	B103
17-16-455-001-023	B104
17-16-455-001-024	B105
17-16-455-001-025	B106
17-16-455-001-026	B107
17-16-455-001-027	B108
17-16-455-001-028	B109
17-16-455-001-029	B110
17-16-455-001-030	B111
17-16-455-001-031	B112
17-16-455-001-032	B113
17-16-455-001-033	B114
17-16-455-001-034	B115
17-16-455-001-035	B116
17-16-455-001-036	B117
17-16-455-001-037	B118
17-16-455-001-038	B119
17-16-455-001-039	B120
17-16-455-001-040	B121
17-16-455-001-041	B123
17-16-455-001-042	B125

2ND FLOOR BUILDING "B"

Parcel ID	Unit #
17-16-455-001-043	B201
17-16-455-001-044	B202
17-16-455-001-045	B203
17-16-455-001-046	B204
17-16-455-001-047	B205
17-16-455-001-048	B206
17-16-455-001-049	B207
17-16-455-001-050	B208
17-16-455-001-051	B209
17-16-455-001-052	B210
17-16-455-001-053	B211
17-16-455-001-054	B212
17-16-455-001-055	B213
17-16-455-001-056	B214
17-16-455-001-057	B215
17-16-455-001-058	B216
17-16-455-001-059	B217
17-16-455-001-060	B218
17-16-455-001-061	B219
17-16-455-001-062	B220
17-16-455-001-063	B221
17-16-455-001-064	B222
17-16-455-001-065	B223
17-16-455-001-066	B225

3RD FLOOR BUILDING "B"

Parcel ID	Unit #
17-16-455-001-067	B301
17-16-455-001-068	B302
17-16-455-001-069	B303
17-16-455-001-070	B304
17-16-455-001-071	B305
17-16-455-001-072	B306
17-16-455-001-073	B307
17-16-455-001-074	B308
17-16-455-001-075	B309
17-16-455-001-076	B310
17-16-455-001-077	B311
17-16-455-001-078	B312
17-16-455-001-079	B313
17-16-455-001-080	B314
17-16-455-001-081	B315
17-16-455-001-082	B316
17-16-455-001-083	B317
17-16-455-001-084	B318
17-16-455-001-085	B319
17-16-455-001-086	B320
17-16-455-001-087	B321
17-16-455-001-088	B322
17-16-455-001-089	B323
17-16-455-001-090	B325

4TH FLOOR BUILDING "B"

Parcel ID	Unit #
17-16-455-001-091	B401
17-16-455-001-092	B402
17-16-455-001-093	B403
17-16-455-001-094	B404
17-16-455-001-095	B405
17-16-455-001-096	B406
17-16-455-001-097	B407
17-16-455-001-098	B408
17-16-455-001-099	B409
17-16-455-001-100	B410
17-16-455-001-101	B411
17-16-455-001-102	B425