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M A S T E R D E E D A N D D E C L A R A T I O N

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C O T N E R C E N T E R C O N D O M I N I U M

Building "B"

1540 North Cotner Blvd.
Lincoln, Nebraska 68505

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COTNER CENTER CONDOMINIUM
BUILDING "B"

MASTER DEED AND DECLARATION ESTABLISHING
A PLAN FOR CONDOMINIUM OWNERSHIP OF
PREMISES LOCATED IN THE CITY OF LINCOLN,
LANCASTER COUNTY, NEBRASKA
PURSUANT TO THE CONDOMINIUM PROPERTY ACT
OF THE STATE OF NEBRASKA

THIS MASTER DEED AND DECLARATION is made this _____ day of _____, 198____, by L. C. Price (herein called "Developer"), as owner of the real estate hereinafter described, for himself, his heirs, personal representatives and assigns.

WITNESSETH:

Declaration of Purpose. The Developer hereby submits the Land described below under "Description of Land," in this Master Deed and Declaration, owned by the Developer in fee simple absolute (hereinafter called the "Property"), to the provisions of the Condominium Property Act of the State of Nebraska [Sections 76-801 to 76-823, Neb. Rev. Stat. (Reissue 1976)].

Description of Land. The land owned by the Developer which is hereby submitted to the condominium regime is described as follows:

A part of Lots 5 and 6 more particularly described on attached Schedule C; and all of Lots 7, 8, 9, 10, 11, and 12; the south one-half of vacated East-West alley adjacent to Lots 10, 11 and 12; the vacated North-South alley adjacent to Lots 7, 8, 9, and 10, all in Block 56, AND Lot 7 and the west one-half of Lot 8 and the south one-half of the vacated East-West alley adjacent, Block 55, and vacated 67th Street from centerline of the vacated East-West alleys in Blocks 55 and 56 to the north line at Holdrege Street, Bethany Heights, Lincoln, Lancaster County, Nebraska.

Name of Condominium. This condominium is known as the "Cotner Center Condominium" (hereinafter called the "Condominium").

ARTICLE I

Definitions

1.1 "Association of Co-Owners" means 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 person(s) who are the governing board of the Condominium, elected as such in accordance with the By-Laws.

1.3 "Building" means the building and other improvements located on the Land.

1.4 "By-Laws" means those attached hereto 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 and Declaration.

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 and Declaration 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 Sections 76-801 to 76-823, Neb. Rev. Stat., (Reissue 1976).

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 above under "Description of Land" in this Master Deed and Declaration and shall also include Lots 1-6 inclusive, Bethany Heights, Lincoln, Lancaster County, Nebraska, previously 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 Declaration 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 Schedule A & B attached hereto.

1.14 "Map of Condominium" means the plat of the entire Property and building plan described in this Master Deed and Declaration and recorded simultaneously with this Master Deed and Declaration.

1.15 "Property" means the Land 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, the Master Deed and Declaration 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 and in Schedule A & B as attached hereto as "Unit" followed by a number, and in 2.3 of this Master Deed and Declaration.

ARTICLE II

Condominium Units and Common Elements

2.1 Creation of Condominium Units. There is one (1) building being constructed here, referred to as Building "B," that will attach to the present Building "A" at the south side of the auditorium wall. Along Cotner Boulevard to Holdrege Street from the 25 foot set-back line, the Building will be four stories high, containing 39 units totaling 41,629 square feet. The Building will continue east along Holdrege Street three stories high, with 42 units and a total of 45,480 square feet. The

Building is 184 feet long on Cotner Boulevard and 329 feet long on Holdrege.

2.2 Schedule of Units. Annexed hereto and made part hereof as Schedule A & B is a list of all Units in the Building, their Unit designations, location, approximate areas (all as shown more fully on the Map of Condominium) the value of the Property and of each Unit, and the Percentage Interest of each Unit in the Common Elements determined on the basis of the proportion which the value of each Unit bears to the value of the Property as of the date of filing of this Master Deed and Declaration, said values having been estimated by the Developer. The values set forth on Schedule A & B are solely for purposes of determining Percentage Interests of the Unit Co-Owners, and shall not fix the fair market value of the Units for any purposes.

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 if located within such Unit; (e) inner partitions, unless they are load-bearing walls; and (f) sinks, bathtubs and other plumbing fixtures, disposals, ovens, and other appliances 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 the preamble of this Master Deed and Declaration.

2.5.2 all foundations, main walls, load-bearing walls, roof, halls, lobbies, stairways, and entrances and exits of the Building;

2.5.3 the yards and gardens;

2.5.4 the compartments or installations of central services, equipment and systems, such as power, light, gas,

heating, cold and hot water, water tanks and pumps, all trash receptacles (including those located in the corridors or outside), and, in addition, air conditioning systems and equipment serving the Building.

2.5.5 the elevators, and, in general, all devices or installations existing for common use;

2.5.6 designated parking stalls facing south into Building "B" as shown on map.

2.5.7 all general Common Elements shown on the Map of Condominium; and,

2.5.8 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. Developer shall give written notice to the Assessor of Lancaster County, Nebraska, of the creation of condominium real property ownership interests, so that 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 and Declaration 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 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 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, 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 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 and Declaration, 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 and Declaration, 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 Board of Administrators only, without however incurring any liability on the part of the Board of Administrators or any of them to 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. The provisions of this Section shall not apply to Units owned by the Developer until such Units shall have been initially sold or leased by the Developer and the purchaser or lessee has the authority to occupy said Unit.

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 Declaration and these 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 Board of Administrators only, without however 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. The provisions of this Section shall not apply to Units owned by the Developer until such Units shall have been initially sold or leased by the Developer and the purchaser or lessee has the authority to occupy said Unit.

2.13 Partition. Except as hereinafter provided in 13.2, neither an Owner, a group of Owners, nor the Association shall have the right to divide or partition any Unit or Units, and in taking title to any Unit, the Owner thereof shall be deemed to have waived any and all rights to divide or partition said Unit. The Common Elements shall be owned in common by all of the Owners and shall remain undivided and neither an Owner, a group of 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, windows and sliding glass doors. Each Co-Owner shall replace and maintain the emergency light located in the entry alcove outside of the Unit and pay the charge for electricity to operate such light. 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. In addition, 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.

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.

2.14.2 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. 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. If such 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.

2.15 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 Garages.

2.16.1 Permanent parking and 34 garages will be provided on Lots 7 through 12, Block 55, Bethany Heights, Lincoln, Lancaster County, Nebraska. Although the national average for parking spaces of retirement homes is one (1) space for each two (2) living units, one (1) parking space will be provided for each living unit to maintain the market value of said Unit. This is guaranteed by a recorded permanent easement to each unit of Building "B" to provide this parking stall forever.

2.16.2 The 34 garages and the 68 parking places that will be built on Lots 7 through 12, Block 55, will be owned by Cotner Center Condominium Unit No. _____. Each condominium unit in Building "B" will be assigned a parking stall in this area, or if the unit owner chooses to rent a garage from the Cotner Center Condominium Unit _____, the garage will constitute that unit's parking stall. Garages or stalls will be assigned by permitting the first on the waiting list to choose the garage or parking stall they wish (see Map of Parking and Garages). When a unit is sold and the new owner does not need a garage or parking stall, the administrator shall reassign that parking stall or rent that garage to the next unit owner on the list. In the event a unit owner wishes to no longer rent a garage, he shall terminate his rent obligation by giving one month's notice to the administrator.

2.16.3 The parking in Lots 7 through 12, Block 55, as shown on the Map of Parking Lot will not be a part of the Common Element. It is not fair or equitable for unit owners who do not own cars to help with the maintenance and upkeep of these assigned parking stalls and garages so this maintenance will be the responsibility of the Cotner Condominium Unit _____. There are a total of _____ parking stalls in the common area. The cost of maintenance and repair of all common parking areas shall be a Common Expense.

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.

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, other than the Developer, wishes to sell his Unit and receives a bona fide offer therefor 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, and except as provided in 5.1 above, 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 Declaration and the By-Laws of Cotner Center Condominium.

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 Condominiums 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 and Declaration, 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 first 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 cause.

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 of 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 and Declaration 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, Water, Gas Charges and Sewer Rents 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. 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.

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 Unit (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 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 [unless more than three-fourths (3/4) of the Building is destroyed and three-fourths (3/4) of the Co-Owners fail to vote in favor of reconstruction and repair of the Building at a meeting called within thirty (30) days thereafter], 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.

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 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 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 the 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 except as to the first floor Unit, which will carry on various charitable, educational, recreational and other activities designated and permitted under Zoning Ordinances

and Special Permits of the City of Lincoln, Nebraska, a Municipal Corporation (specifically Resolution 677 of the Board of Zoning Appeals of the City of Lincoln and Special Permit No. 977 as approved in Resolution No. A-68051 by the City Council of Lincoln, Nebraska). The right is reserved by the Developer or its agent to use any unsold Unit or Units for sales or display purposes.

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 cancelation 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 and Declaration.

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 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.

10.1.13 Patios and balconies may not be totally or partially enclosed without the permission of the Board of Administrators.

10.1.14 No pets are allowed on the Property.

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 and Declaration, 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 and Declaration, 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 Attorney's 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 attorney's 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 and Declaration, 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 and Declaration, 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 the Master Deed and Declaration, 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 and Declaration 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 [Sections 76-801 to 76-823, Neb. Rev. Stat. (Reissue 1976)], 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 documents 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 of 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 of 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 of 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 the 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

Developer's Reservations

12.1 Disputes. In the event of a dispute arising between the Developer and the Association of Co-Owners, the Developer shall appoint one person as a representative, the Association of Co-Owners shall appoint one person as a representative, and the two of them shall appoint a third person and, together, the three shall resolve the dispute. A decision by the majority of those appointed shall be binding upon both the Developer and the Association of Co-Owners.

12.2 Other Reservations. The Developer reserves all other rights and powers as are specified elsewhere in this Master Deed and Declaration and in the By-Laws.

ARTICLE XIII

General and Miscellaneous Provisions

13.1 Amendment of Master Deed and Declaration. This Master Deed and Declaration may be amended and additional Land and Units added thereto 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, provided, however, that any such amendment shall have been approved in writing by the mortgagee or mortgagees holding mortgages or deeds of trust constituting first liens on all of the Units subject to mortgages. No such amendment shall be effective until recorded among the land records of Lancaster County, Nebraska. Provided, however, 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 recorded among the land records of Lancaster County, Nebraska.

13.2 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. Except 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.

13.3 Sale of Property or Waiver of Condominium Regime. By an affirmative vote of at least seventy-five percent (75%) of the Co-Owners, they 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-Owners shall own the property as tenants in common in accordance with their interest as determined under this Master Deed and Declaration and as expressed in Schedule A & B attached hereto. 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.

13.4 Invalidity. The invalidity of any provisions of this Master Deed and Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and Declaration, and, in such

SCHEDULE "A"

COTNER CENTER CONDOMINIUM
Building B

Floor	Unit Number	Area Sq. Ft.	Value	% Interest
1	B101	900	\$35,000	93.458%
1	B102	900	35,000	93.458%
1	B103	600	41,450	93.458%
1	B104	900	54,160	93.458%
1	B105	900	54,160	93.458%
1	B106	900	54,160	93.458%
1	B107	600	41,450	93.458%
1	B108	900	54,160	93.458%
1	B109	900	56,300	93.458%
1	B110	900	54,160	93.458%
1	B111	750	48,795	93.458%
1	B112	900	54,160	93.458%
1	B113	963	57,250	93.458%
1	B114	900	54,160	93.458%
1	B115	900	54,160	93.458%
1	B116	900	54,160	93.458%
1	B117	900	54,160	93.458%
1	B118	882	53,300	93.458%
1	B119	972	57,600	93.458%
1	B120	900	54,600	93.458%
1	B121	954	56,650	93.458%
1	B123	900	54,160	93.458%
1	B125	900	54,600	93.458%
2	B201	600	41,450	93.458%
2	B202	900	54,160	93.458%
2	B203	900	54,160	93.458%
2	B204	600	41,450	93.458%
2	B205	900	54,160	93.458%
2	B206	600	41,450	93.458%
2	B207	600	41,450	93.458%
2	B208	600	41,450	93.458%
2	B209	900	56,300	93.458%
2	B210	900	54,160	93.458%
2	B211	750	48,795	93.458%
2	B212	900	54,160	93.458%
2	B213	963	58,300	93.458%
2	B214	972	58,700	93.458%
2	B215	900	54,160	93.458%
2	B216	900	54,160	93.458%
2	B217	900	54,160	93.458%
2	B218	900	54,160	93.458%
2	B219	972	58,700	93.458%
2	B220	954	55,800	93.458%
2	B221	954	55,800	93.458%
2	B222	900	54,600	93.458%
2	B223	900	54,160	93.458%
2	B225	900	54,600	93.458%

page 2

SCHEDULE "A"

COTNER CENTER CONDOMINIUM
Building B

Floor	Unit Number	Area Sq. Ft.	Value	%Interest
3	B301	1000	\$58,200	93.458%
3	B302	900	54,160	93.458%
3	B303	900	54,160	93.458%
3	B304	600	41,450	93.458%
3	B305	900	54,160	93.458%
3	B306	600	41,450	93.458%
3	B307	900	54,160	93.458%
3	B308	600	41,450	93.458%
3	B309	900	56,300	93.458%
3	B310	900	54,160	93.458%
3	B311	750	48,795	93.458%
3	B312	900	54,160	93.458%
3	B313	963	58,300	93.458%
3	B314	972	58,700	93.458%
3	B315	900	54,160	93.458%
3	B316	900	54,160	93.458%
3	B317	900	54,160	93.458%
3	B318	900	54,160	93.458%
3	B319	972	58,700	93.458%
3	B320	954	55,800	93.458%
3	B321	954	55,800	93.458%
3	B322	900	54,600	93.458%
3	B323	900	54,160	93.458%
3	B325	900	54,160	93.458%
4	B401	1000	59,800	93.458
4	B402	600	41,450	93.458
4	B403	900	54,160	93.458
4	B404	600	41,450	93.458
4	B405	900	54,160	93.458
4	B406	600	41,450	93.458
4	B407	900	54,160	93.458
4	B408	600	41,450	93.458
4	B409	900	56,300	93.458
4	B410	715	46,800	93.458
4	B411	750	50,900	93.458
4	B425	1700	87,500	186.9

COTNER CENTER CONDOMINIUM

Schedule "A" & "B"

VALUE AND PERCENTAGE INTEREST FOR UNITS

Condominium values are assigned to Units according to the following formula:

For Units up to 1,600 square feet	\$60,000.00
For Units up to 2,400 square feet	\$120,000.00
For Units up to 3,000 square feet	\$180,000.00
For Units more than 3,200 square feet	\$300,000.00

One Two Bedroom Unit (B425) is over 1,600 square feet \$120,000.00

All other 1 and 2 bedroom units in both Building "A" and Building "b" are under 1,600 square feet and valued at \$ 60,000.00

Unit 1C in Building "A" is 28,356 square feet and valued at \$300,000.00

Percentage interest on each unit

102 units @ \$60,000.00	93.458
1 unit @ \$120,000.00	1,869
1 unit @ \$300,000.00	4.673
	<u>100.000</u>

Formula show that for each \$100.00 of common area cost or maintenance, the per unit cost is 93.458 ¢.

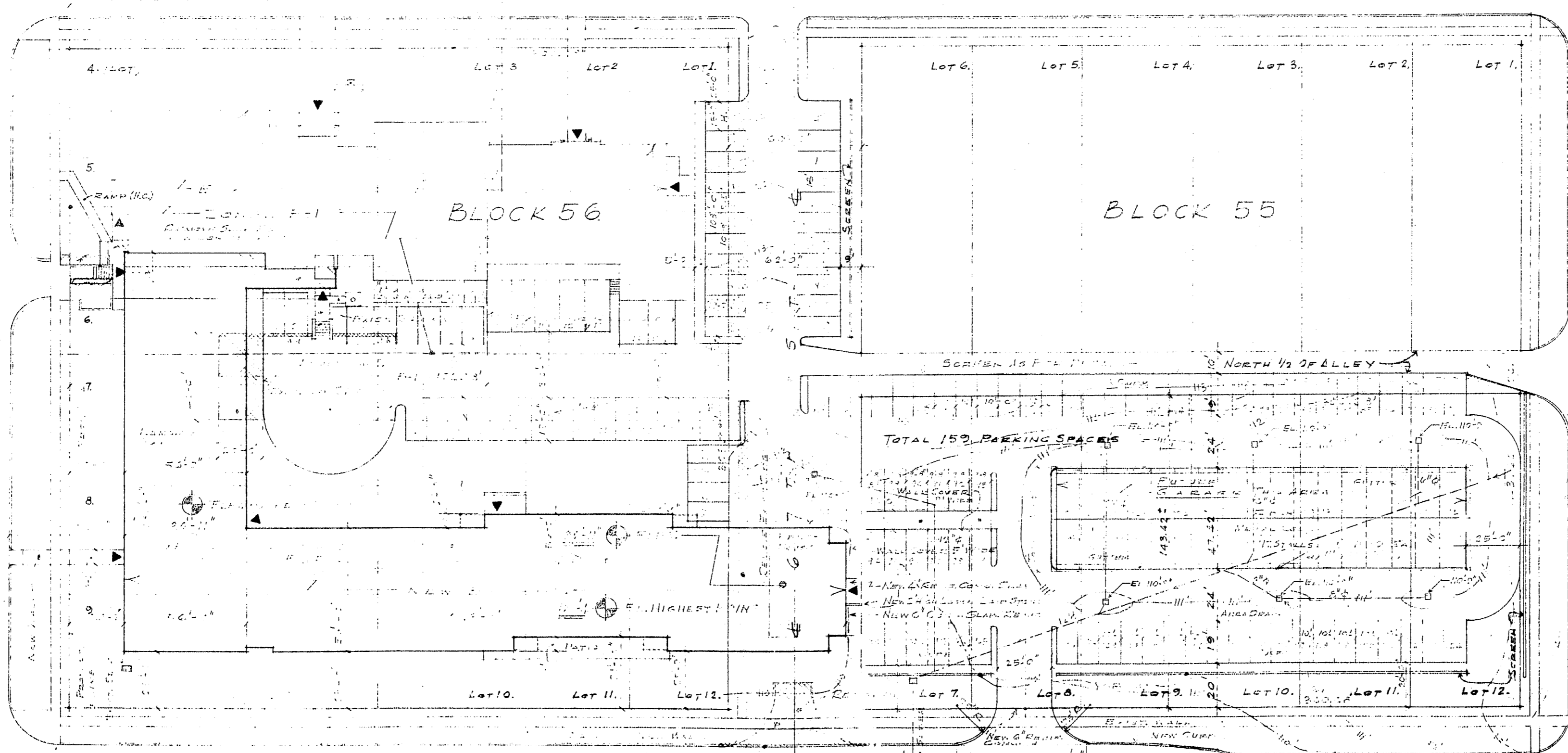
SCHEDULE C

Starting at a point on the southwest corner of Lot Six (6), Block Fifty-Six (56), Bethany Heights, Lincoln, Lancaster County, Nebraska, and proceeding in an easterly direction along the south boundary line of Lot 6 a distance of 81 feet; thence northerly parallel to the west boundary line of Lot 6 a distance of 30 feet; thence easterly and parallel to the south boundary of Lot 6 a distance of 45 feet; thence northerly and parallel to the west boundary of Lot 6 a distance of 27.5 feet; thence westerly and parallel to the south boundary of Lot 6 a distance of 99 feet; thence northerly and parallel to the west boundary of Lot 6 a distance of 7 feet; thence westerly and parallel to the south boundary of Lot 6 a distance of 27 feet; thence southerly along the west boundary line of Lots 5 and 6 a distance of 64.5 feet to the point of beginning.

H
P

35
M

1
2
3
4
5
6
7
8
9
10
11
12



P L O T P L A N
1" = 30' 0"

BLOCKS 55 & 56 BETHANY HEIGHTS

GEN. CON'G. NOTES

COTNER CENTER FOR LIVING

1540 McCOTNER LINCOLN NE
PROJECT GIBB, ARCHITECT

APPROXIMATELY 2

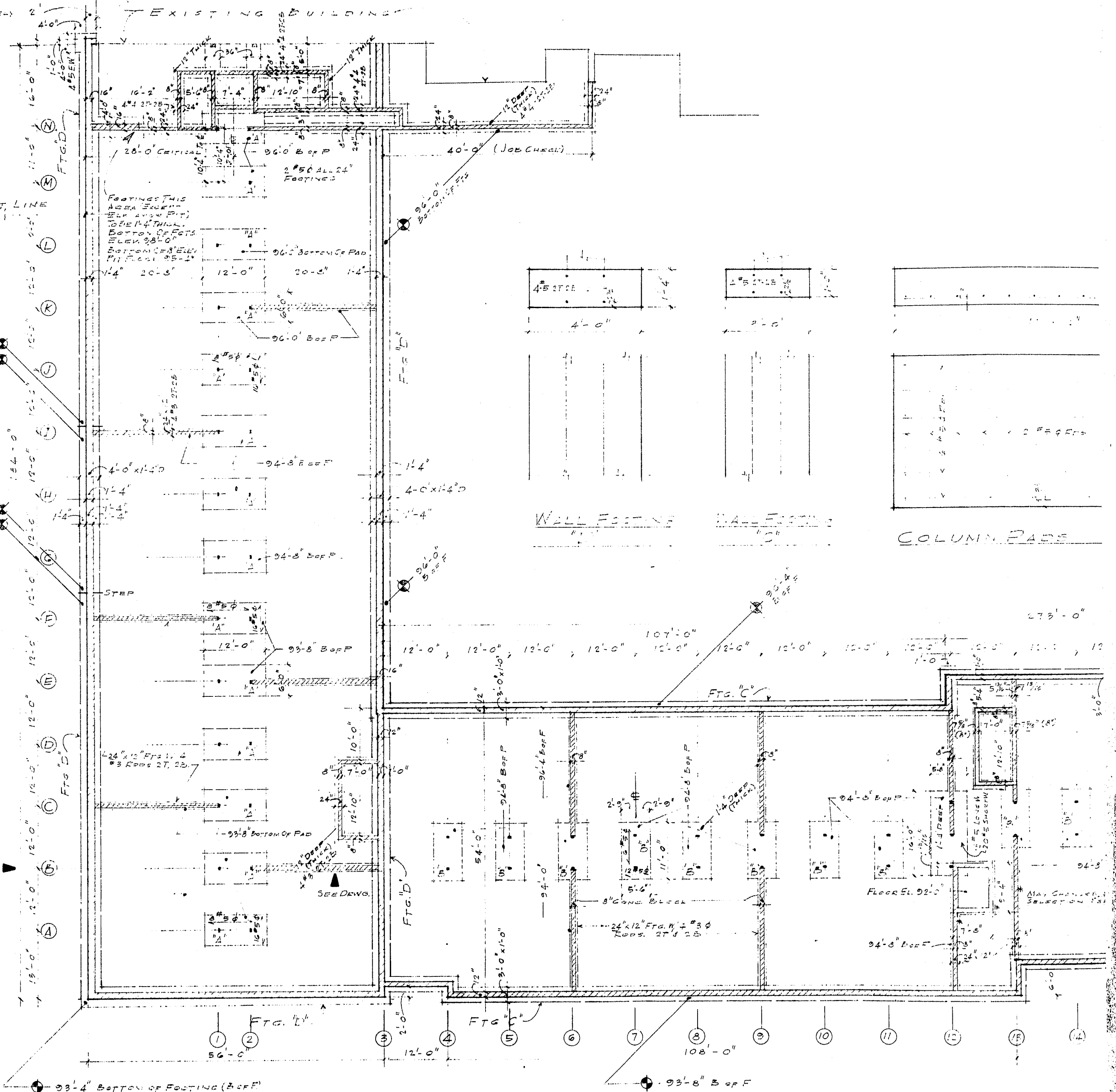
EXISTING BUILDING

25' TO LOT LINE

96'-0" BOP F
94'-8" BOP F

94'-8" BOP F
93'-4" BOP F

9-21-33

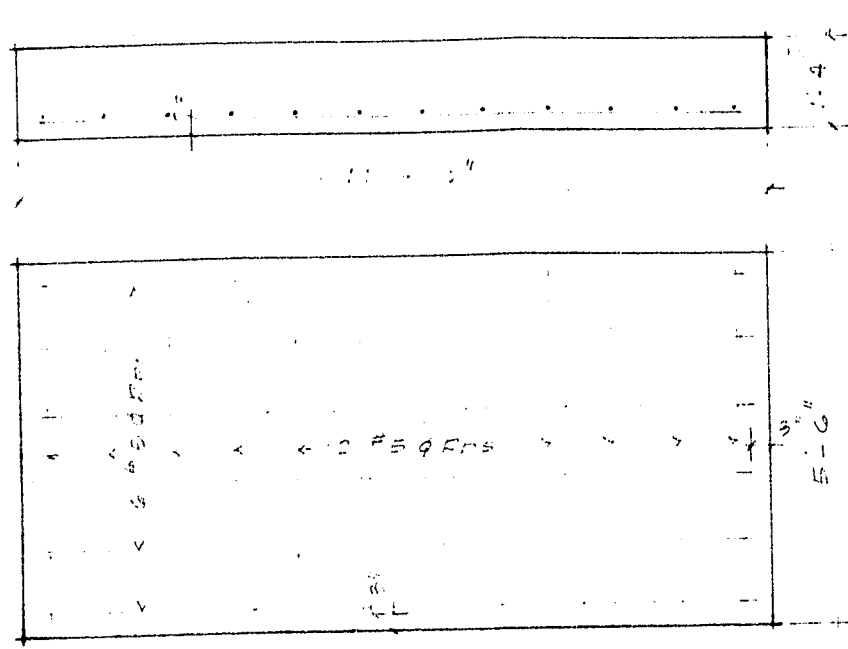


WALL FOOTING

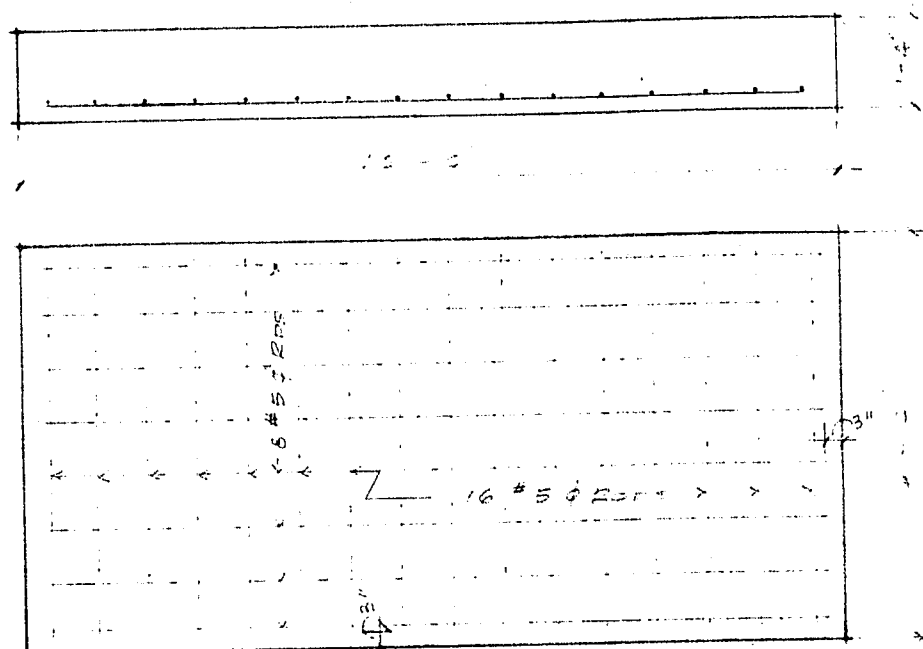
WALL FOOTING

COLUMN PADS

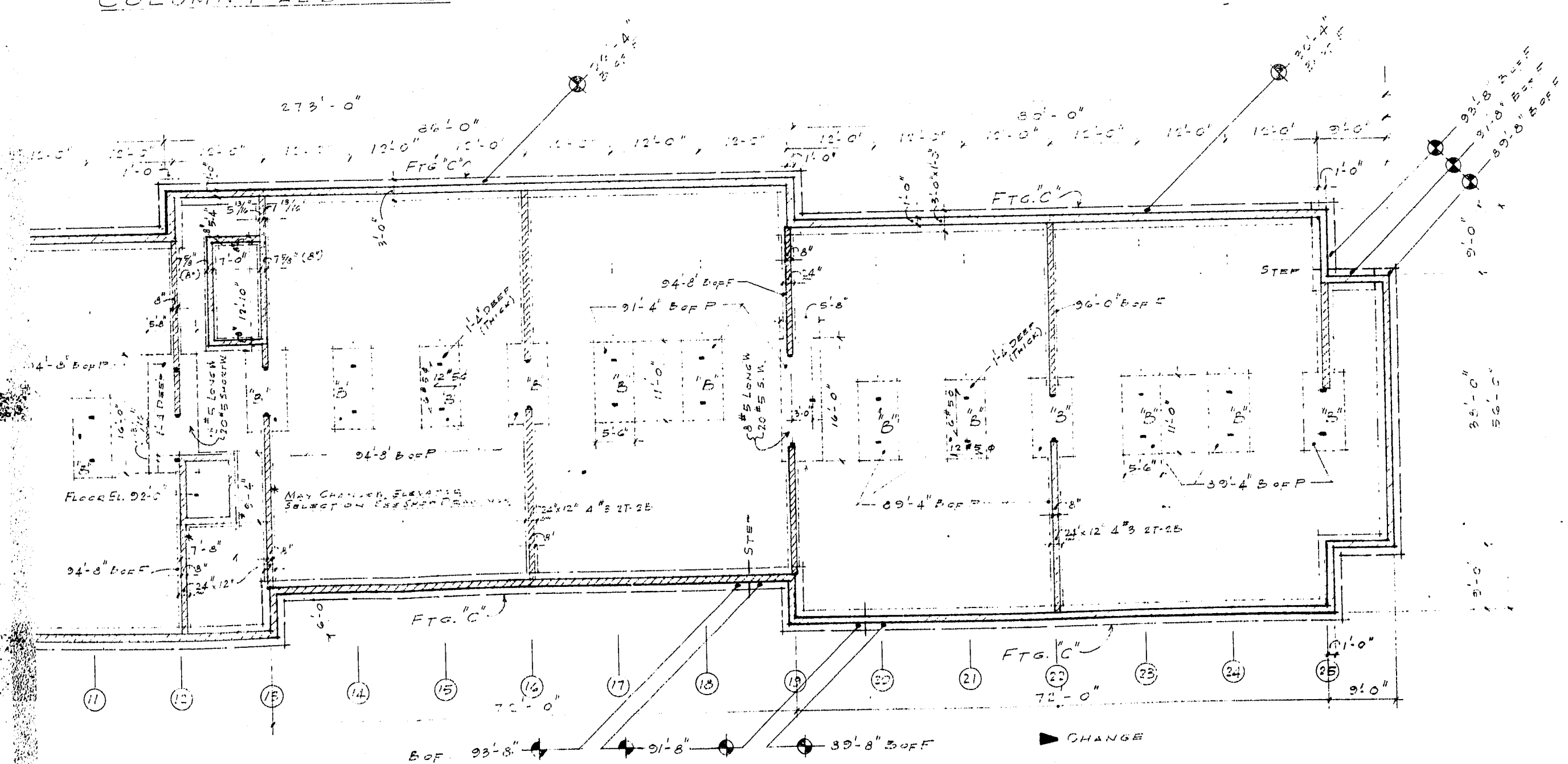
F O O T I N G & F O U N D A T I O N



COLUMN PAD 11 1/2" x 11 1/2"



COLUMN PAD 11 1/2" x 11 1/2"

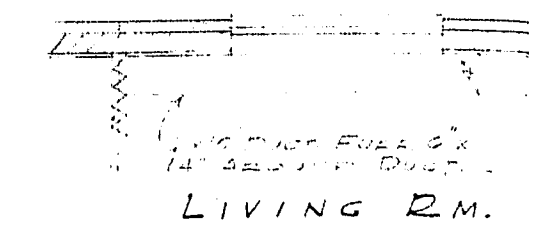
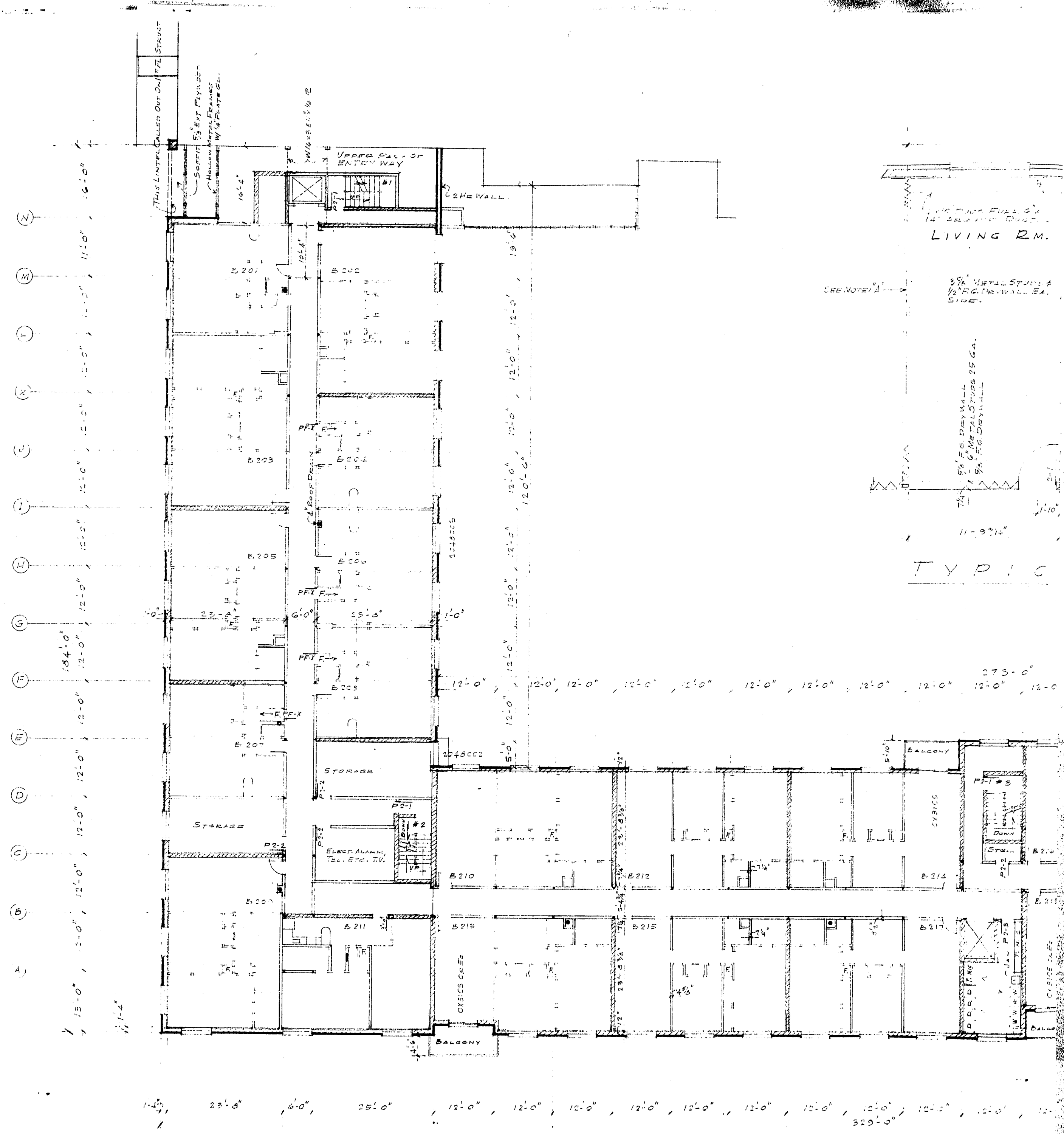


DATI ON PLAN

3/32" = 1' - 0"

COTNER CENTER





TYPIC

SEE NOTE #1

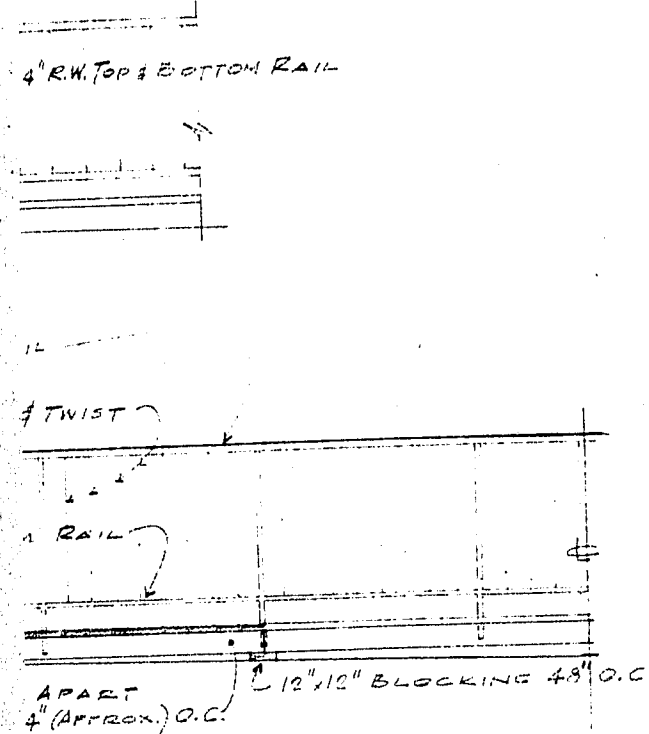
3/8" METAL STUDS & 1/2" F.G. IN WALL EA. SIDE.

5/8" F.G. DEY WALL
1" C" METAL STUDS 25 GA.
5/8" F.G. DEY WALL

11'-9 3/4"

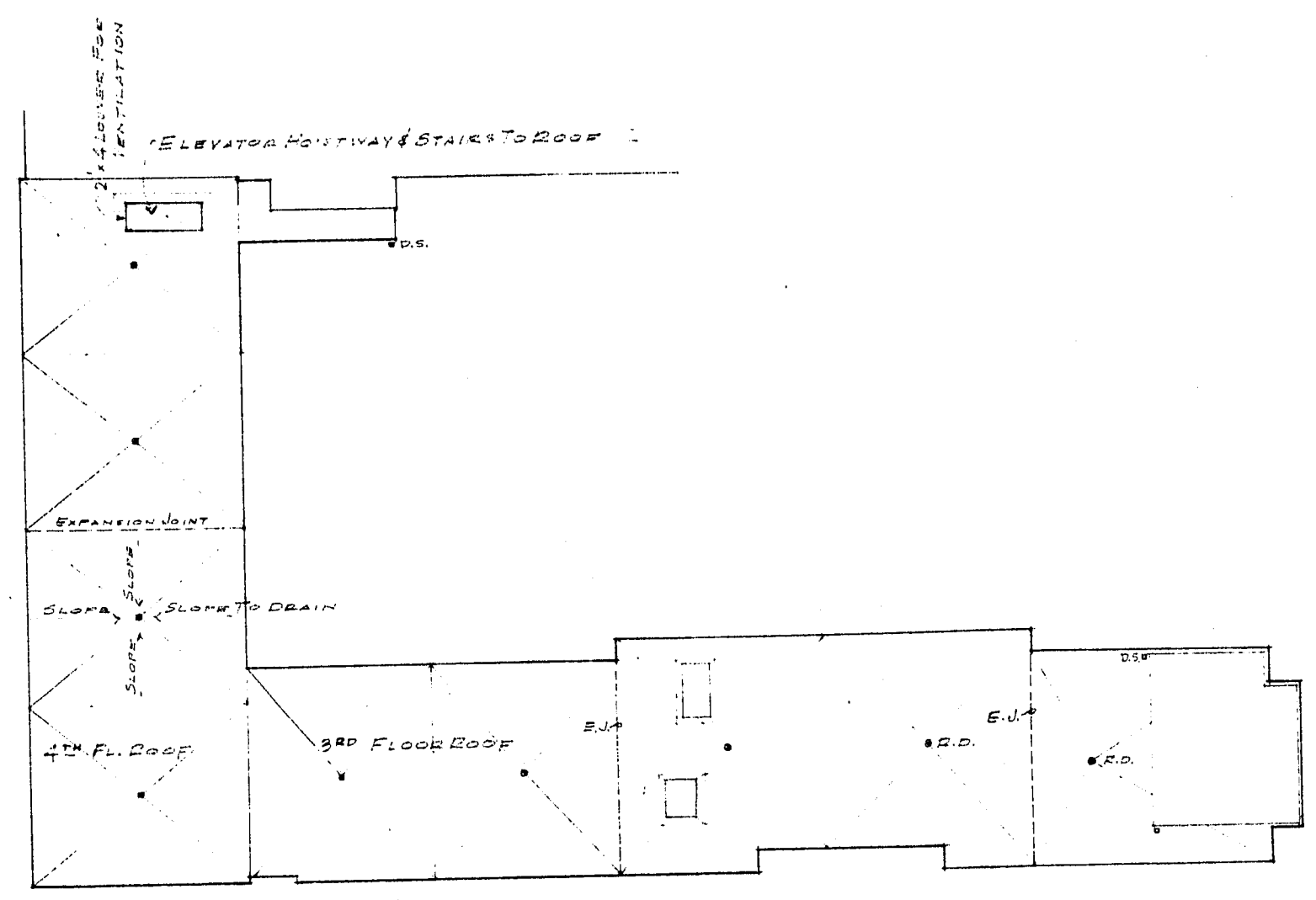
273'-0"

329'-0"

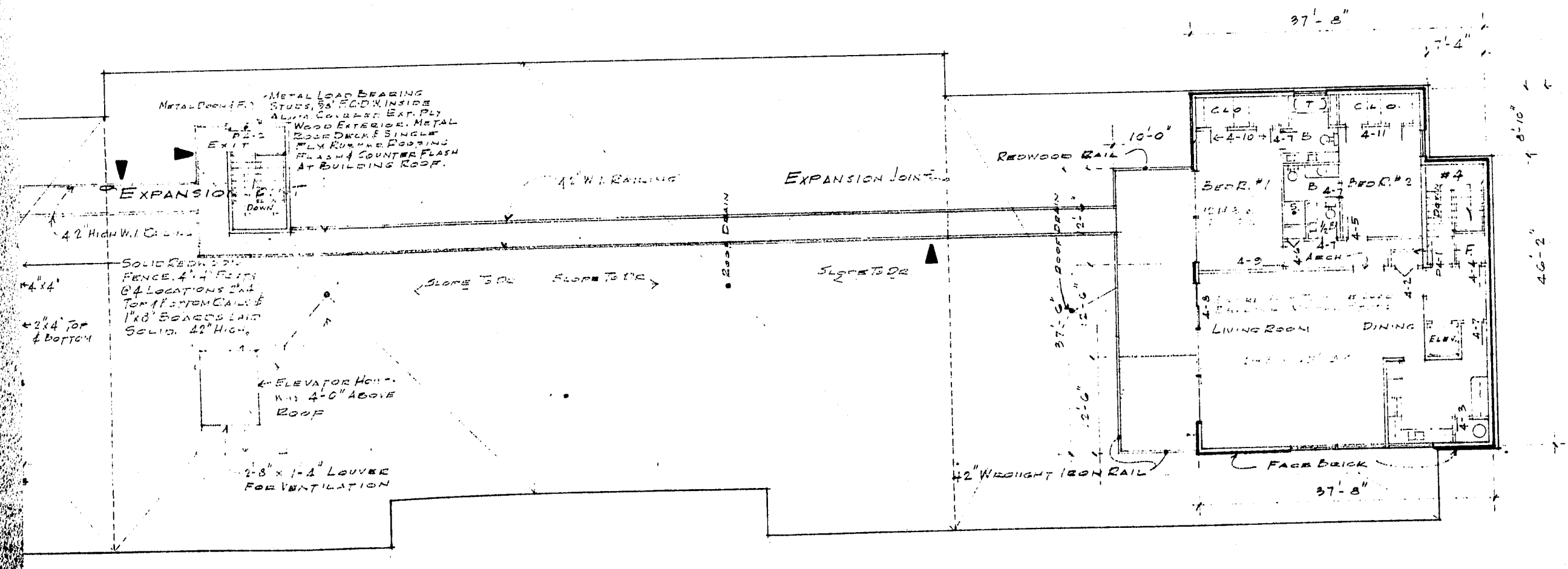


NOT TO ROOF DRAINS. CUT FIRST ROOF SLOPE SO NO SHARP EDGES IN ROOF. ROUND EDGES & CORNERS OF ROOF. AT CHANGE OF JOIST SLOPE IN BOTTOM OF JOIST TO LET TO ROOF DRAIN.

SLINGS $\frac{1}{2}'' = 1'-0''$

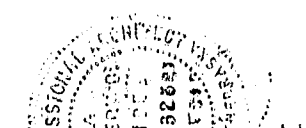


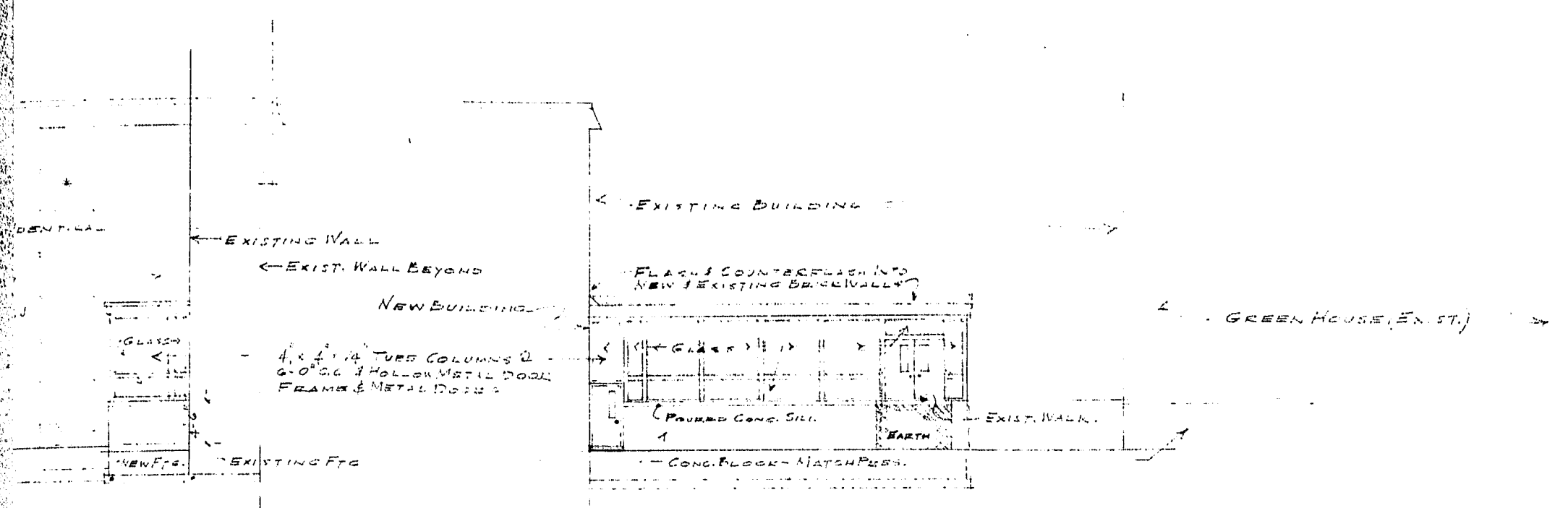
ROOF (DRAIN) PLAN $1'' = 30'-0''$



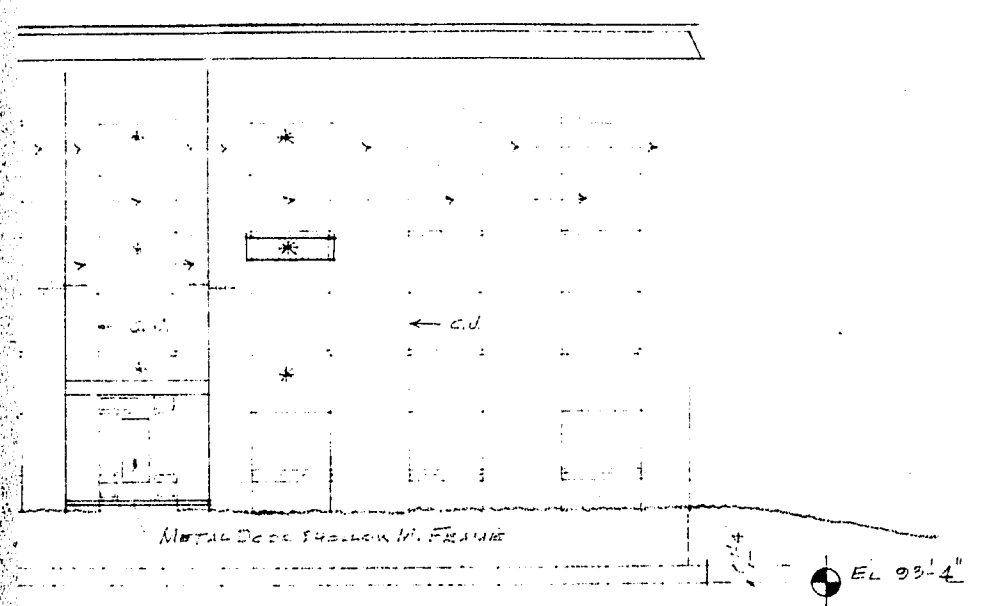
CHANGES

COTNER CENTER

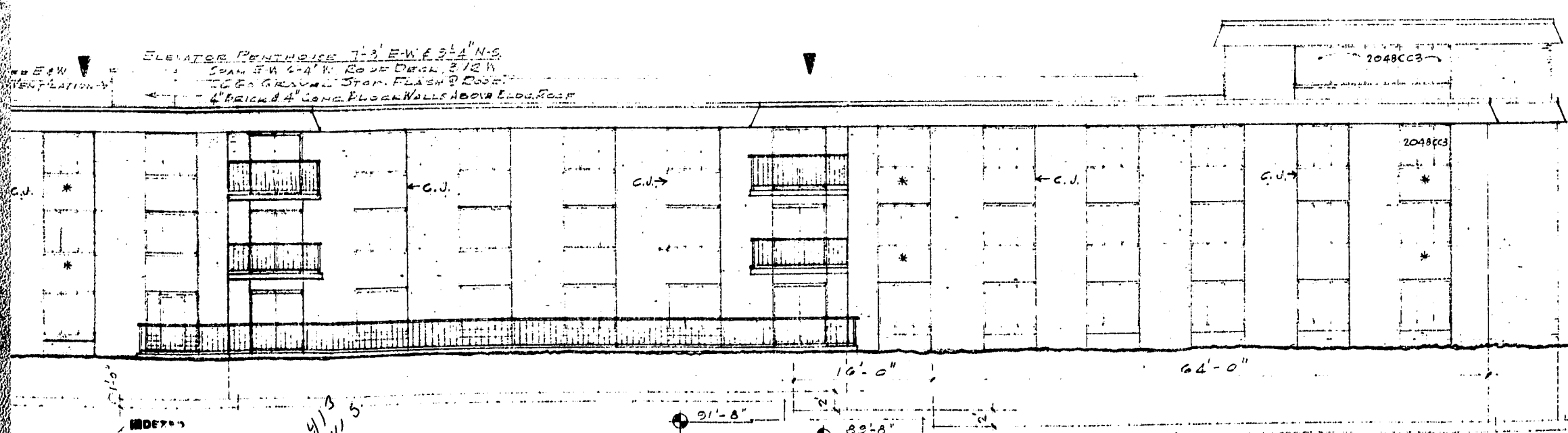




= 1' - 0" SO. EL. BLDG. CONNECTION



" = 1' - 0"



SCALE 3/32" = 1' - 0"

INDEXED
MICRO-FILED
13-332 40413
40-405 40911

LANCASTER COUNTY REC.
Dan J. [unclear]
REGISTER OF DEEDS
1984 FEB 15 AM 8:10



COTNER CENTER