nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company, or savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

Section 6. Unauthorized transactions. Any sale, mortgage, or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

Section 7. Notice of lien or suit.

A. Notice of lien. A co-owner shall give notice to the Association of every lien upon his apartment other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

B. Notice of suit. A co-owner shall give notice to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within five (5) days after the co-owner receives knowledge thereof.

C. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

ARTICLE IX. Compliance and Default. Each co-owner shall be governed by and shall strictly comply with the terms of this Master Deed, by-laws and regulations adopted pursuant thereto, and the Condominium Property Act and said documents, regulations and Act as they may be amended from time to time as well as the decisions and resolutions of the Association. Failure of a co-owner to comply therewith shall entitle the Association collectively or any co-owner individually to the following relief in addition to the remedies provided by law:

Section 1. Damages. The Association or any aggrieved co-owner shall have a cause of action for damages arising because of any failure to so comply.

Section 2. Injunctions. The Association or any aggrieved co-owner shall have the right to restrain by injunction any failure to so comply in addition to having a cause of action for damages.

Section 3. Costs and attorneys' fees. In any proceeding arising because of an alleged failure of a co-owner to so comply, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

Section 4. Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements.

Section 5. No waiver of rights. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Deed, the By-Laws, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

ARTICLE X. Amendments. This Master Deed and the By-Laws may be amended in the following manner:

Section 1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 2. Resolution. A resolution adopting a proposed amendment may be proposed by any co-owner. Co-owners not present at the meeting considering the amendment may express their approval in writing. Except as elsewhere provided, a three-fourths (3/4) affirmative vote (or written approvals) of the Association is needed to adopt such resolution. If the resolution is adopted, a copy of the amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the Board of Administrators with the formalities of a deed.

Section 3. Agreement. In the alternative, an amendment may be made by an agreement executed with formalities of a deed by all apartment owners.

Section 4. PROVIDED, no amendment shall discriminate against any co-owner nor against any apartment or class or group of apartments unless the co-owners so affected shall consent; and no amendment shall change any apartment nor the share in the common elements appurtenant to it, nor increase the co-owner's share of the common expenses, unless the co-owner of the apartment concerned and all record owners of mortgages thereon shall join in the execution of the amendment. Neither shall an amendment make any change in the Article VII, Section 5, of the Master Deed entitled "Insurance", nor in Article XI, Section 1 of the Master Deed entitled "Repair or Reconstruction After Fire or Other Casualty", nor in Article IV of the By-Laws entitled "Insurance", unless the record owners of all mortgages upon apartments in the condominium shall join in the execution of the amendment.

Section 5. Recording. An amendment shall become operative upon recording in the office of the Register of Deeds of Douglas County, Nebraska, and successors thereof.

ARTICLE XI. Termination. Except as otherwise provided in Section 1 of this Article, the Association may, by affirmative vote of at least nine (9) co-owners, elect to sell or otherwise dispose of the condominium property, or to waive the condominium property regime; PROVIDED, that each bona fide creditor holding a recorded lien on an apartment agrees in writing to such sale, disposal or waiver. The Association may purchase the debt and lien securing same from any creditor who fails or refuses to so agree for a price equal to the actual amount of the account plus accrued interest, if any, constituting the debt. The term "actual amount" as herein used means money or monies worth advanced by or on behalf of the secured creditor.

Section 1. Repair or reconstruction after fire or other casualty. In the event of damage to or destruction of the condominium as a result of fire or other casualty(unless two-thirds (2/3) or more of the condominium is destroyed or substantially damaged and three-fourths (3/4) or more of the co-owners do not agree within 120 days after such damage or destruction to proceed with repair or restoration) the Association shall arrange for the prompt repair and restoration of the condominium, including any damaged apartment and garage, and the payment therefor, and the Board of Administrators is hereby authorized and directed to receive insurance proceeds for such repair

and restoration and to apply the proceeds to the cost of repair and restoration to the extent required. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense.

If two-thirds (2/3) or more of the condominium is destroyed or substantially damaged and three-fourths (3/4) or more of the co-owners do not agree within 120 days after such damage or destruction to proceed with repair or restoration, the condominium shall be waived and the condominium property shall be subject to an action for partition at the suit of any co-owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds from insurance policies owned by the Association shall be divided by the Board of Administrators on behalf of the Association among all the co-owners in proportion to their common interests after first paying out of the share of each co-owner the amount of any unpaid liens on his apartment, in the order of the priority of such liens.

Section 2. Shares of co-owners after termination. After termination of the condominium, the co-owners shall own the condominium property and all other assets of the Association as tenants in common in undivided shares, and their respective mortgagees or other lienors shall have mortgages and liens upon the respective undivided shares of the co-owner. Such undivided shares of the co-owners shall be the same as the undivided shares as specified in Article IV hereof.

Section 3. Dissenting co-owners. The approving co-owners shall have an option to purchase all of the apartments of the other co-owners for the period ending on the sixth day from the date of the meeting at which the aforesaid election was adopted.

A. Price. The sale price for each apartment shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the date of service of notice of intent to exercise this option, and in the absence of agreement as to price within said period, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be three appraisers, one of which shall be appointed by the seller, one of which shall be appointed by the buyer, and the third of which shall

be appointed by the other two appraisers. A judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid to the purchaser.

B. Within thirty (30) days after the delivery or mailing of said agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later, such co-owners shall deliver to the Association abstract of title or a title insurance policy showing marketable record title in fee simple, free and clear of all liens, encumbrances and special taxes (except easements referred to in Article I hereof) in such co-owner in his apartment. The sale shall be closed thirty (30) days after delivery of such abstract or title insurance policy with possession given to the Association on day of closing. In event the abstract or title policy shows a lien, encumbrance or special assessment or one or more of each or any combination thereof, then such portion of the sale price as is reasonable shall be put in escrow to cover such matter.

Section 4. Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by the Board of Administrators certifying as to facts affecting the termination, which certificate shall become operative upon being recorded in the office of the Register of Deeds of Douglas County, Nebraska.

Section 5. Amendment. This Article concerning termination cannot be amended without consent of all co-owners and all mortgagees and lienors required to approve termination by agreement.

ARTICLE XII. Apartments subject to Master Deed and By-Laws. All present and future owners, tenants, and occupants of apartments shall be subject to, and shall comply with the provisions of this Master Deed and the By-Laws as they may be amended from time to time. The acceptance of a deed or other conveyance or the entry into of a lease or the entry into occupancy of any apartment shall constitute an agreement that the provisions of this Master Deed and the By-Laws, as they may be amended from time to time, are accepted and ratified by such owner, tenant, or occupant, and all of such provisions

shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such apartments, as though such provisions were recited and stipulated at length in each and every deed or other conveyance or lease thereof.

ARTICLE XIII. Severability. The invalidity in whole or in part of any covenants or restriction, or any Article, Section, Subsection, sentence, clause, phrase or word, or other provision of this Master Deed and the By-Laws and regulations of the Association shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, we have hereunto set our hands this 22nd day of November, 1965.

John C. McManus

Bessie E. McManus

Florence S. Anderson

Lexena C. Anderson

Herbert H. Meile

Gladys G. Meile

Josie Shipley

Jennie Oaks

Edwin H. Oaks

Dora D. Holdridge

Emma L. Dickson

BOOK 1275 PAGE 116

Joseph E. Janicek

Eleanor Janicek

Mary Ellen Tingley

Elizabeth M. Engstrom

Lula Harman

Catharine Christie Martin

Lennamae Walford

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 22nd day of November, 1965, before me, a Notary Public in and for said County, personally came the above named John C. McManus and Bässe E. McManus, husband and wife; Florence E. Anderson, an unremarried widow; Lexena C. Anderson; Herbert H. Meile and Gladys G. Meile, husband and wife; Josie Shipley, an unremarried widow; Jennie Oaks and Edwin H. Oaks, wife and husband; Dora D. Holdridge, an unremarried widow; Emma L. Dickson, single; Joseph E. Janicek and Eleanor Janicek, husband and wife; Mary Ellen Tingley, single; Elizabeth M. Engstrom, an unremarried widow; and Catharine Christie Martin, an unremarried widow, who are personally known to me to be the identical persons whose signatures are affixed to the above and foregoing Master Deed, and they acknowledged the execution thereof to be their voluntary act and deed. Lexena C. Anderson is a single person.

Theodore M. Tedesco
Notary Public

My commission expires: May 21, 1968.

THEODORE M. TEDESCO
NOTARY PUBLIC
DOUGLAS COUNTY, NEBRASKA

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 31st day of December, 1965, before me, a Notary Public in and for said County, personally came the above named Lula Harman, an unremarried widow, who is personally known to me to be the identical person whose signature is affixed to the above and foregoing Master Deed, and she acknowledged the execution thereof to be her voluntary act and deed.

Lorelle E. Alford
Notary Public

Lorelle E. Alford, Notary Public
My Commission expires: Commission expires August 17, 1971

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 19th day of November, 1965, before me, a Notary Public in and for said County, personally came the above named Lennamae Walford, single, who is personally known to me to be the identical person whose signature is affixed to the above and foregoing Master Deed, and she acknowledged the execution thereof to be her voluntary act and deed.

Lorri L. Deemer
Notary Public

My Commission expires: August 27, 1970

JOINDER OF MORTGAGEE

Nebraska Savings & Loan Association, Omaha, Nebraska, is the owner and holder of two mortgages on an undivided one-twelfth (1/12) fractional interest in and to the above-described real estate. The first mortgage was given by F. Plummer Martin and Catherine Christie Martin, husband and wife, and is dated January 18, 1954, and was recorded January 18, 1954, in Book 1148 at Page 31 of Mortgates in the office of the Register of Deeds of Douglas County, Nebraska, and the second mortgage is dated November 13, 1957, and was recorded November 13, 1957, in Book 1269 at Page 443 of Mortgages in said office. The

BY-LAWS
OF
COUNTRY CLUB APARTMENTS CONDOMINIUM PROPERTY REGIME

ARTICLE I.

Form of Administration.

Section 1. Association of Co-owners. The co-owners, as defined in Article IV, Section 2 of the Master Deed, will constitute the Association of Co-Owners (hereinafter referred to as Association) who will have the responsibility of administering the condominium, approving the annual budget, establishing and collecting assessments, arranging for the management of the condominium, and generally discharging all duties required of the Association by the Master Deed and these By-Laws. The Association may, upon a three-fourths (3/4) affirmative vote, adopt further Regulations restricting the use of the condominium property. Such Regulations, unless recorded in the manner provided by law for the By-Laws of the Association, shall be binding only on the co-owners and the family, guests and tenants of co-owners.

A. Voting. Voting shall be on a percentage basis and the vote to which a co-owner is entitled is the vote assigned in the Master Deed. Votes may be cast in person or by proxy. In event a co-owner consists of more than one person, any or all such persons may attend any meeting of the Association but it shall be necessary for those present to act unanimously in order to cast the vote to which they are entitled. Any designation of a proxy to vote for such persons shall by signed by all such persons.

B. Majority of Co-owners. A majority of co-owners is required to adopt decisions; PROVIDED, when a greater vote is required by the Master Deed or these By-Laws, such vote so specified shall be required. A majority of co-owners means those owners holding more than Fifty Per Cent (50%) of the votes as assigned in the Master Deed.

C. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of co-owners shall constitute a quorum.

D. Proxies. Proxies may be filed with the Board of Administrators before the appointed time of each meeting.

E. Place of Meetings. Meetings of the Association shall be held at such apartment in the Country Club Apartments Condominium Property Regime as may be designated by the Board of Administrators.

F. Annual Meeting. The annual meeting of the Association shall be held in the month of January on the date and at the time specified by the Board of Administrators.

G. Special Meetings. Special meetings may be called by the Board of Administrators or by a majority of the Association.

H. Notice of Meetings. The calling authority shall serve notice of the date, time and place of the Annual or Special Meeting to each co-owner at least five (5) days but not more than ten (10) days prior to such meeting. Notice of a special meeting shall state the purpose thereof.

(1) Notice of a meeting shall be deemed served upon a co-owner upon depositing a copy thereof in the regular United States mails, postage fully prepaid, and addressed to such co-owner at his apartment; PROVIDED, notice to those co-owners who file a written request with the Board of Administrators stating a different address shall be mailed to such stated address.

(2) Nothing herein shall be construed to prevent an owner from waiving any notice of a meeting to which he is entitled either before, at, or after such meeting.

I. Adjourned Meetings. If any meeting of the Association cannot be organized because a quorum has not attended, the co-owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. No notice of adjourned meetings need be given.

J. Order of Business. The President appointed by the Board of Administrators shall preside over all meetings and the Secretary appointed by the Board of Administrators shall keep the minute books, wherein the resolutions shall be recorded. The order

of business at all meetings of the owners of units shall be as follows:

(a) Roll call.
(b) Proof of notice of meeting or waiver of notice.
(c) Readings of minutes of preceding meeting.
(d) Reports of officers.
(e) Report of committees.
(f) Election of inspectors of election.
(g) Election of directors.
(h) Unfinished business.
(i) New business.

Section 2. Board of Administrators.

A. Number and Qualification. The affairs of the Association shall be governed by a Board of Administrators composed of five (5) persons to be elected from the number of the co-owners.

B. Election and Term of Office. Each Administrator on the Board of Administrators shall be elected for a term of one (1) year, or until his successor is elected and qualifies, at the Annual Meeting. An Administrator may be removed from office by the Association, for cause. Vacancies occuring on the Board may be filled by the Board; except, a vacancy occuring by reason of the removal of an Administrator shall be filled by the Association.

C. Powers and Duties. In addition to the powers and duties assigned by the Master Deed and these By-Laws, the Board of Administrators shall have such powers and duties as may be, from time to time, delegated to them by the Association; PROVIDED, the Board of Administrators shall not incur any obligation in excess of $200.00 without first obtaining the approval of the Association.

D. Meetings. Meetings may be called by any Administrator and the requirements for notice shall be the same as in the case of special meetings of the Association.

E. Quorum. A quorum shall consist of three or more Administrators.

F. Fidelity Bond. Fidelity bonds shall be required by the Board of Administrators from all persons handling or responsible for association funds. The amount of such bonds shall be determined by the Administrators. The premium on such bonds shall be paid by the Association.

C. Officers. The Board of Administrators shall appoint the following officers from their number:

(1) President. The President, who shall preside over all meetings of the Board of Administrators and the Association.

(2) Secretary. The Secretary, who shall keep the minute books wherein the resolutions of the Board of Administrators and the Association shall be kept, and shall be the custodian of all other Records of the Association and Board of Administrators except such records as are required to be kept by the Treasurer.

(3) Treasurer. The Treasurer, who shall be the disbursing agent for the Association and may receipt for monies paid to the Association. All checks drawn on the Association account shall be countersigned by the President. The Treasurer shall keep a book with a detailed account, in chronological order, of all receipts and expenditures affecting the condominium, specifying the nature thereof. He shall further keep all vouchers accrediting the entries made therein.

(4) Other Officers. Such other officers to exercise such powers as to the Board seems just and proper.

Section 3. Management Agent. The Association may employ a management agent to perform such duties and render such services as the Association may direct. The management agent shall report directly to the Board of Administrators.

ARTICLE II.

Care, upkeep and surveillance of the condominium property. Responsibility for the care, upkeep and surveillance of the condominium property, and restrictions upon the alteration or improvement thereof, shall be as follows:

Section 1. Apartments.

A. By the apartment owner. The responsibility of the apartment owner shall be as follows:

(1) Modification, repair, cleaning, safety and improvement of the apartment: EXCEPT all portions of an apartment contributing to the support of an apartment building, to the extent structually necessary to the soundness of the apartment building.

(2) The installation and maintenance of separate heating units with all ducts, pipes, electrical wiring and attachments belonging thereto, which furnish heat to the apartment.

(3) The installation and maintenance of separate hot water heaters with all pipes, electrical wiring and attachments belonging thereto, which furnish hot water to each unit.

(4) Obtain gas and electric service, pay extraordinary water charges for the apartment and install and maintain separate and individual wires, pipes and meters for same.

(5) The installation and maintenance of sewer lines servicing the apartment from the apartment to the point where same join and connect with the main sewer line servicing the apartment building.

(6) The installation and maintenance of separate air-conditioning units with all ducts, electrical wiring, pipes and attachments and a submeter to measure water consumption therefor.

(7) The foregoing responsibility shall be discharged without disturbing the legal use and enjoyment of the rights of other co-owners, or changing the exterior form of the facades, or painting the exterior walls, doors, windows in colors or hues different from those of the whole, and without jeopardizing the soundness or safety of the apartment building, reduce its value or impair any easement or access to or use of common elements.

(8) To promptly report to the Association any defect or need for repairs the responsibility for the remedying of which is that of the Association.

B. By the Association. The Association shall maintain, repair and replace all portions of the apartments except the portions to be maintained, repaired and replaced by the apartment owner, and the cost thereof shall be a common expense.

C. Alteration and Improvement. Neither a co-owner nor the Association shall make any alterations in an apartment or common elements or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of

any apartment building or garage building, or impair any easement, without first obtaining approval in writing of all co-owners owning apartments or garages in the same building and the approval of the Board of Administrators. A copy of plans for all of such work prepared by an architect licensed to practice in this state shall be filed with the Board of Administrators prior to the start of the work.

Section 2. Limited common elements.

A. By the co-owner to whom use is reserved. The modification, repair, cleaning, safety and improvement of the limited common elements shall be the responsibility of the co-owner or co-owners to whom the use thereof is reserved by the Master Deed; EXCEPT, all portions of the limited common elements contributing to the support of an apartment building, to the extent structurally necessary to the soundness of the apartment building.

(1) The foregoing responsibility shall be discharged without disturbing the legal use and enjoyment of the rights of other co-owners, or changing the exterior form of the facades, or painting the exterior walls, doors, windows in colors or hues different from those of the whole, and without jeopardizing the soundness or safety of the apartment buildings and garage buildings, reduce their value or impair any easement or access to or use of common elements.

(2) Such co-owners shall promptly report to the Association any defect or need for repairs the responsibility for the remedying of which is that of the Association.

B. By the Association. The Association shall maintain, repair and replace all portions of the limited common elements except the portions to be maintained, repaired and replaced by the co-owner, and the cost thereof shall be a common expense.

Section 3. General common elements.

A. By the Association. The maintenance and operation of the general common elements shall be the responsibility and the expense of the Association.

B. Alterations and improvements. There shall be no alteration nor further improvement of common elements without prior approval in writing by all of the co-owners; PROVIDED, however, that any alteration or improvement of the common elements bearing the approval in writing of not less than nine (9) co-owners, and which does not interfer with the rights of any co-owner without his consent, may be done if the co-owners who do not approve are relieved from the cost thereof. The share of any cost not so assessed shall be assessed to the approving co-owners in the shares which their shares in the common elements bear to each other. There shall be no change in the shares and rights of a co-owner in the common elements which are altered or further improved whether or not the co-owner contributed to the cost thereof.

Section 4. The Board of Administrators and each co-owner shall have the right to access to each apartment and garage and to all limited common elements at reasonable times for the purpose of making repairs and providing maintenance. All incidental damage caused to an apartment or garage by such work shall be promptly repaired at the expense of the Association or such co-owner exercising this right.

ARTICLE III.

Manner of assessing and collecting common expenses. The making and collection of assessments, including a monthly administration charge for the reserve to cover current expenses, against each co-owner for the common expenses shall be as follows:

Section 1. Share of common expense. Each co-owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus according to the percentage appertaining to his apartment as stated in the Master Deed; PROVIDED, liability for limited common expenses shall be on the co-owner or co-owners to whom the use of the limited common element is reserved by the Master Deed in the shares which their shares in such limited common elements bear to each other.

Section 2. Tort liability. All tort liability arising from common elements shall be charged as a common expense.