

## M A S T E R D E E D

establishing

COUNTRY CLUB APARTMENTS CONDOMINIUM PROPERTY REGIME

We, the undersigned, being all the owners of the hereinafter described property, do hereby DECLARE our desire to submit said property to the regime established by Section 76-801 through Section 78-823, R. S. Supp. 1963, hereinafter called the CONDOMINIUM PROPERTY ACT;

NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, That JOHN C. McMANUS and BESSE E. McMANUS, husband and wife; FLORENCE S. 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, LULA HARMAN, an unremarried widow; CATHARINE CHRISTIE MARTIN, an unremarried widow; and LENNAMAEE WALFORD, single, the undersigned, in consideration of the premises and One Dollar (\$.00) and other valuable consideration in hand paid, do hereby submit the lands herein described and the buildings and other improvements thereon to the condominium property regime established by the CONDOMINIUM PROPERTY ACT, and do hereby adopt the By-Laws attached hereto. Each apartment and garage hereinafter described may be individually conveyed and encumbered and may be the subject of ownership, possession or sale and of all types of juridic acts inter vivos or mortis causa, as if each were solely and entirely independent of the other apartments and garages and the corresponding undivided titles and interests shall be recordable; PROVIDED, that the use and enjoyment of each apartment and garages and the common elements shall be subject to the provisions of this Master Deed, the By-Laws and the CONDOMINIUM PROPERTY ACT, and said Deed, By-Laws and Act as they may be amended from time to time.

ARTICLE I. Description of the property.

Section 1. Name. The name by which this condominium property regime is to be identified is COUNTRY CLUB APARTMENTS CONDOMINIUM PROPERTY REGIME, hereinafter called "Condominium".

Section 2. The land. The land which is hereby submitted to the condominium property regime is situated in Douglas County, Nebraska and is described as follows, to-wit:

Lots 11, 12 and 13, Block 1 in Country Club District, an Addition to the City of Omaha, as surveyed, platted and recorded; also

The South 36.8 feet of Lots 8 and 10 and all of the South 36.8 feet of Lot 9 except that portion shown and designated as a grass plot on the plat and survey prepared by Howard Thomas Engineering Company dated April 23, 1949, all in Block 1 in Country Club District, an Addition to the City of Omaha, as surveyed, platted and recorded.

Section 3. Easements. The Condominium is subject to and includes the following easements appearing of record in the Office of the Register of Deeds of Douglas County, Nebraska, to-wit:

A. In favor of the Condominium and the property abutting immediately on the North, jointly.

(1) The concrete driveway as presently constructed and in use along approximately the North 15 feet of the condominium land, and along approximately the South 15 feet of the premises adjoining on the North, shall be used as a joint driveway by the respective owners of said adjoining property; that said jointly used driveway shall be kept clear of obstacles; that the expense of upkeep and repair of said jointly used driveway shall be shared equally by the respective owners of said adjoining properties; that said above described property and the property adjoining on the North shall have reciprocal easement rights over and across said joint driveway for the purposes aforesaid and that the owners and occupants of said premises adjoining on the North, their agents, servants, licensees, etc., shall have the right and privilege of crossing and re-crossing said concrete driveway for the purpose of ingress and egress from the above mentioned Grass Plot.

(2) The sewer line as presently constructed and in use and serving the property adjoining the condominium land on the North, running East and West under said joint driveway through Lots 10 and 9 and a portion of Lot 8, thence Southeasterly through Lot 8 along the East line of Lot 13, to join and connect with the sewer

main in Corby Street, shall be used jointly by the respective owners of the condominium property and the premises adjoining on the North and as a water drainage line for both properties, including the right of the owners of said premises adjoining on the North to maintain, repair or replace said sewer line, the cost of such maintenance, repair or replacement to be borne by the owner or owners of said premises adjoining on the North; and that the condominium property and the property adjoining on the North shall have reciprocal easement rights for the use of said sewer line as aforesaid. If the above described premises are damaged in the process of repairing or replacing said sewer line, such damage shall be remedied by and at the cost of the owner or owners of said premises adjoining on the North.

B. Against the condominium.

(1) The tool room shown and designated on the said Howard Thomas Engineering Company's Plat and Survey as being attached to the five-stall garage building located on Lot 8 shall be reserved as storage space for the use and benefit of the owner or owners of the property adjoining on the North so long and during such period as said five-stall garage building shall remain in existence. At the expiration of such period, the right to use the said tool room by the owners of the premises adjoining on the North shall terminate.

Section 4. Buildings and other improvements.

A. Plat and Survey. The plat and survey referred to in Article I, Section 2 showing the location of the garage buildings, tool room and the grass plot is attached as Exhibit "A".

B. Easements. Easements are reserved through the condominium property as may be required for utility services in order to adequately serve the condominium; provided, however, such easements through an apartment shall be only according to the plans and specifications for the building containing the apartment, or as the building is constructed, unless approved in writing by each co-owner affected.

C. IMPROVEMENTS. The improvements upon the land include the following:

(1) APARTMENT BUILDINGS. The condominium includes twelve (12) similar apartments all for residential purposes and janitor's quarters located in three (3) similar apartment buildings, designated as the East Building, North Building, and West Building, which buildings are more particularly described hereafter.

(2) GARAGE BUILDINGS. The condominium includes ten (10) garages in two (2) garage buildings, designated as the East Garage Building and West Garage Building on Exhibit "A", attached hereto, and are more particularly described hereafter.

(3) Other Improvements. A tool room attached to the West side of the East Garage Building, as shown in Exhibit "A".

ARTICLE II. General description and number of each apartment and garage.

Section 1. Apartment Area. Each apartment shall consist of the area bounded as follows:

A. Horizontal boundaries. The upper and lower boundaries of the apartments shall be:

(1) Upper boundary:

(a) Apartments next to roof — the plane of the under surfaces of the chords of the roof trusses which serve as ceiling joists.

(b) Other apartments — the plane of the under surfaces of the floor joist of the floor above.

(2) Lower boundary — the plane of the under surfaces of the sub-floor.

B. Vertical boundaries. The vertical boundaries of the apartments shall be:

(1) Walls abutting exterior of building — the outer surface (nearest studs) of the inner wall.

(2) Interior building walls — the outer surface (nearest the studs) of the inner wall or the outer surface (nearest concrete blocks) of the inner wall abutting the concrete blocks around the stairwells and the flues.

Section 2. Garage Area. Each garage shall consist of the area bounded as follows:

A. Horizontal boundaries.

(1) Upper boundary — the plane of the under surfaces of the chords of the roof trusses which serve as ceiling joists.

(2) Lower boundary — plane of under surface of the concrete slab.

B. Vertical boundaries.

(1) The plane of the outer surface (nearest studs) of the inner wall.

Section 3. Location of apartments. The location and number of each apartment shall be:

A. EAST BUILDING.

(1) Plans. East Building consists of two (2) floors and a basement and is designated as "Bldg. #3" on the attached plans, consisting of twelve (12) sheets.

(2) Apartments. The apartments in East Building are identified and briefly described as follows:

<u>IDENTIFICATION</u>	<u>BRIEF DESCRIPTION</u>
Apartment 1	A one bedroom apartment located on the south end of the first floor.
Apartment 2	A one bedroom apartment located on the north end of the first floor.
Apartment 3	A one bedroom apartment located on the south end of the second floor.
Apartment 4	A one bedroom apartment located on the north end of the second floor.

The location and boundaries of said apartments are more particularly described upon the building plans which are attached hereto.

B. NORTH BUILDING.

(1) Plans. North Building consists of two (2) floors and a basement and is designated as "Bldg. #2" on the attached plans.

(2) Apartments. The apartments in North Building are identified and briefly described as follows:

<u>IDENTIFICATION</u>	<u>BRIEF DESCRIPTION</u>
Apartment 5	A one bedroom apartment located on the east end of the first floor.
Apartment 6	A one bedroom apartment located on the west end of the first floor.
Apartment 7	A one bedroom apartment located on the east end of the second floor.
Apartment 8	A one bedroom apartment located on the west end of the second floor.

The location and boundaries of said apartments are more particularly described upon the building plans which are attached hereto.

C. WEST BUILDING.

(1) Plans. West Building consists of two (2) floors and a basement and is designated as "Bldg. #1" on the attached plans.

(2) Apartments. The apartments in West Building are identified and briefly described as follows:

<u>IDENTIFICATION</u>	<u>BRIEF DESCRIPTION</u>
Apartment 9	A one bedroom apartment located on the south end of the first floor.
Apartment 10	A one bedroom apartment located on the north end of the first floor.
Apartment 11	A one bedroom apartment located on the south end of the second floor.
Apartment 12	A one bedroom apartment located on the north end of the second floor.

(3) Janitor's quarters. The janitor's quarters are located in the basement.

The location and boundaries of said apartments and janitor's quarters are more particularly described upon the building plans which are attached hereto.

Section 4. Location of Garages. The location and number of each garage shall be:

A. EAST GARAGE BUILDING. The East Garage Building contains five (5) garages numbered consecutively from Garage No. 1 in the

extreme East portion of the building through Garage No. 5 in the extreme West portion of the building.

B. WEST GARAGE BUILDING. The West Garage Building contains five (5) garages numbered consecutively from Garage No. 6 in the extreme East portion of the building through Garage No. 10 in the extreme West portion of the building.

ARTICLE III. General description of the common elements.

Section 1. General common elements. The general common elements shall include the land, janitor's quarters, porches and all other parts of the condominium not included within an apartment or garage and not hereafter specified as a limited common element.

Section 2. Limited common elements.

A. Locker rooms. The locker room or storage space located in the basement of each apartment building shall be for the sole use of such co-owners as have an apartment in the building.

B. Garage buildings and driveway. The garage building and driveway shall be for the sole use of such co-owners as have a garage, subject to the easement mentioned in Article 1, Section 3, Subsection A and Subsection B.

ARTICLE IV. Percentage appertaining to each apartment and garage owner.

Section 1. Value of condominium. The value of the condominium for the sole purpose of the Condominium Property Act is \$60,000.00.

Section 2. Value of each apartment and garage. The value of each apartment and garage for the sole purpose of the Condominium Property Act and the percentage appertaining to each apartment and garage owner, and, in the event an apartment or garage is owned by more than one person, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof, the percentage appertaining to such apartment or garage owners collectively in the profits and expenses of and rights in the elements held in common, together with the proportionate representation for voting purposes in meetings of the Association of Co-Owners, are as follows:

APARTMENT NO.	VALUE	PERCENTAGE	VOTE
1	\$5,000.00	8.3333%	1
2	\$5,000.00	8.3333%	1
3	\$5,000.00	8.3333%	1
4	\$5,000.00	8.3333%	1
5	\$5,000.00	8.3333%	1
6	\$5,000.00	8.3333%	1
7	\$5,000.00	8.3333%	1
8	\$5,000.00	8.3333%	1
9	\$5,000.00	8.3333%	1
10	\$5,000.00	8.3333%	1
11	\$5,000.00	8.3333%	1
12	\$5,000.00	8.3333%	1

Each garage shall have the value of NO DOLLARS. Each owner of an apartment or apartment and garage and, in event there are more than one owners of an apartment or apartment and garage, each such group of owners of such apartment or apartment and garage shall be referred to as "Co-Owner" in this Master Deed and the By-Laws.

Section 3. Alteration of percentage. The percentage appertaining to each co-owner and the proportionate representation for voting purposes as set forth in Section 2 of this Article shall not be changed except with the unanimous consent of all the co-owners expressed in amendment to this Master Deed duly recorded in the office of the Register of Deeds of Douglas County, Nebraska, or successors thereof.

ARTICLE V. Limitation on use of Apartments, Garages and Common Elements. The apartments, garages and common elements shall be occupied and used as follows:

Section 1. No co-owner shall occupy or use his apartment or garage or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for him and his family. No co-owner shall allow guests to reside in the condominium for a period in excess of forty-eight (48) hours nor shall lease the apartment or garage without the prior written approval of the Board of Administrators.

Section 2. There shall be no obstruction of the common elements. Nothing shall be stored in the common elements without the prior consent of the Board of Administrators.

Section 3. Nothing shall be done or kept in any apartment, garage or common element which will increase the rate of insurance on the common



elements, without the prior written consent of the Board of Administrators. No co-owner shall permit anything to be done or kept in his apartment or garage or in the common elements which will result in the cancellation of insurance on any apartment, garage or any part of the common elements, or which would be in violation of any law. No waste will be committed in the common elements.

Section 4. No sign of any kind shall be displayed to the public view on or from any apartment, garage or common element without the prior consent of the Board of Administrators.

Section 5. No animals, livestock or poultry of any kind shall be raised, bred, or kept in any apartment, garage or common element.

Section 6. No noxious or offensive activity shall be carried on in any apartment, garage or common element, nor shall anything be done therein which may disturb the peace of the other co-owners, nor shall any apartment, garage or common element be used at any time for the purpose of giving instructions in music, including piano and voice lessons.

Section 7. Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Board of Administrators.

Section 8. No apartment, garage or common element shall be used for purposes contrary to law, morals or normal behavior.

Section 9. There shall be no violation of such Regulations for the use of the common elements as may be adopted by the Association of Co-Owners pursuant to the By-Laws and furnished in writing to each co-owner, and the Association of Co-Owners is authorized to adopt such Regulations, and amend same from time to time as they see fit.

Section 10. Settling or lateral movement. In interpreting the plans or other instruments affecting the property or apartment, the boundaries of the property or apartment constructed or reconstructed in substantial accordance with the plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the plans, regardless of the settling or lateral movement of the property.

ARTICLE VI. Apartments not to be separated from common elements or garages.

Section 1. Partition. The general and/or limited common elements, together with reserves of the Association of Co-Owners, shall remain undivided and no owner shall bring any action for partition or division.

Section 2. Other separation. The undivided interest in the general and/or limited common elements, together with reserves of the Association of Co-Owners, shall not be separated from the apartment or garage to which same appertain.

Section 3. The garage shall be owned only by an owner of an apartment in the Condominium, and shall be part of and pass with the apartment owned by such co-owner as an appurtenance thereto and shall not be separated therefrom except by lease or transfer of title to another apartment owner.

"Apartment", as the term is used in the Master Deed and By-Laws shall include appurtenant garages, unless the context requires otherwise.

Section 4. Liens. Any mechanic or materialman entitled to a lien on the condominium property by virtue of a contract with the Association shall perfect his lien in the manner provided by law by filing individual accounts against each apartment for each co-owner's share. The lien shall also attach to each garage appurtenant to the apartment against which the lien is filed. In event less than all co-owners pay their respective shares when due, the Board of Administrators may turn over such sums as are collected to such mechanic or materialman and shall, when so turning the sums over, furnish the mechanic or materialman with a written statement itemizing the name and apartment number of each co-owner so failing to pay his share, and the amount thereof unpaid.

Section 5. Insurance. The Board of Administrators shall obtain and continue in effect blanket insurance on behalf of the Association in form and amount approved by the Association and in compliance with the By-Laws. A co-owner may obtain individual insurance on his apartment, subject to the restrictions set forth in the By-Laws.

ARTICLE VIII. Maintenance of Community Interest. In order to maintain a community of congenial residents and thus protect the value of the apartments, the transfer of an apartment by a co-owner shall be subject to the following provisions, which provisions each co-owner covenants to observe:

Section 1. Transfer subject to approval.

A. Sale. No co-owner may dispose of an apartment or any interest therein without approval of the Association, except to another co-owner.

B. Lease. No co-owner may dispose of an apartment or any interest therein by lease without approval of the Association, except to another co-owner.

C. Gift. If any co-owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

D. Devise or inheritance. If any co-owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

E. Other transfers. If any co-owner shall acquire his title by any manner not heretofore considered in this Section, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

Section 2. Approval by Association. The approval of the Association which is required for the transfer or ownership of apartments shall be obtained in the following manner:

A. Notice to Association.

(1) Sale. A co-owner intending to make a bona fide sale of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonable require. Such notice at the co-owner's option may include a demand by the co-owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) A co-owner intending to make a bona fide lease of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee

as the Association may reasonably require, and an executed copy of the proposed lease.

(3) Gift; devise or inheritance; other transfer.

A co-owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the co-owner as the Association may reasonably require, and a certified copy of the instrument evidencing the co-owner's title.

(4) Failure to give notice. If the notice to the

Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

B. Certificate of approval.

(1) Sale. If the proposed transaction is a sale, then

within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form and shall be delivered to the purchaser and shall be recorded in the public records of Douglas County, Nebraska.

(2) Lease. If the proposed transaction is a lease,

then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form and shall be delivered to the lessee.

(3) Gifts; devise or inheritance; other transfers.

If the co-owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days

after receipt of such notice and information the Association must either approve or disapprove the continuance of the co-owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form and shall be delivered to the co-owner and shall be recorded in the public records of Douglas County, Nebraska.

C. Approval of corporate owner or purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the co-owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be also approved by the Association.

Section 3. Disapproval by Association. If the Association shall disapprove a transfer or ownership of an apartment, the matter shall be disposed in the following manner:

A. Sale. If the proposed transaction is a sale and if the notice of sale given by the owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by registered mail to the co-owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be three appraisers who shall base their determination upon an average of their appraisals of the apartment; and 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 by the purchaser. One appraiser

shall be appointed by the Association, one by such co-owner so giving notice, and the third shall be appointed by these two appraisers.

(2) The purchase price shall be paid in cash.

(3) 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.

(4) If the Association shall fail to provide a purchaser upon the demand of the co-owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

B. Lease. If the proposed transaction is a lease, the co-owner shall be advised of the disapproval in writing, and the lease shall not be made.

C. Gifts; devise or inheritance; other transfers. If the co-owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the co-owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the co-owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it 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 who shall base their determination upon an average of their appraisals of the apartment; and 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 by the purchaser. One appraiser shall be appointed by the Association, one by such co-owner so giving notice, and the third shall be appointed by these two appraisers.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within ten (10) days following the determination of the sale price.

(4) If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

Section 4. Mortgage. No co-owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company, or a savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

Section 5. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company, or savings and loan association which acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings;

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 22<sup>nd</sup> day of November, 1965.

*John C. McManus*  
 \_\_\_\_\_  
 John C. McManus

*Besse E. McManus*  
 \_\_\_\_\_  
 Besse E. McManus

*Florence S. Anderson*  
 \_\_\_\_\_  
 Florence S. Anderson

*Lexena C. Anderson*  
 \_\_\_\_\_  
 Lexena C. Anderson

*Herbert H. Meile*  
 \_\_\_\_\_  
 Herbert H. Meile

*Gladys G. Meile*  
 \_\_\_\_\_  
 Gladys G. Meile

*Josie Shipley*  
 \_\_\_\_\_  
 Josie Shipley

*Jennie Oaks*  
 \_\_\_\_\_  
 Jennie Oaks

*Edwin H. Oaks*  
 \_\_\_\_\_  
 Edwin H. Oaks

*Dora D. Holdridge*  
 \_\_\_\_\_  
 Dora D. Holdridge

*Emma L. Dickson*  
 \_\_\_\_\_  
 Emma L. Dickson

Joseph E. Janicek  
Joseph E. Janicek

Eleanor Janicek  
Eleanor Janicek

Mary Ellen Tingley  
Mary Ellen Tingley

Elizabeth M. Engstrom  
Elizabeth M. Engstrom

Lula Harman  
Lula Harman

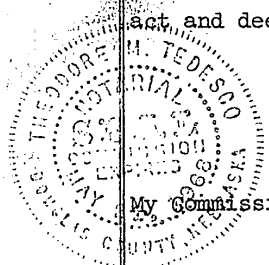
Catharine C. Martin  
Catharine Christie Martin

Lennamae Walford single  
Lennamae Walford

STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

On this 22<sup>nd</sup> day of November, 1965, before me,  
a Notary Public in and for said County, personally came the above named John C.  
McManus and Bessie E. McManus, husband and wife; Florence S. Anderson, an un-  
remarried 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.

STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

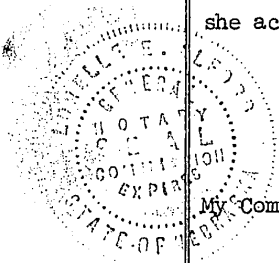
On this 31<sup>st</sup> day of December, 1965, before me, a

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



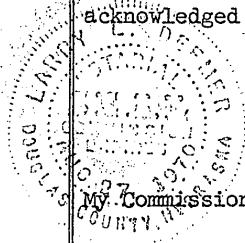
STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

On this 19<sup>th</sup> 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.

*Larry 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 Mortgages 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 be 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 occurring on the Board may be filled by the Board; except, a vacancy occurring 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.

G. 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 structurally 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 heater 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 interfere 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.

Section 3. Partial destruction. Subject to the provisions of Article XI, Section 1 of the Master Deed, in case of loss by fire of other disaster resulting in the partial destruction of the condominium property, including both apartments and common elements, the cost of reconstruction shall be charged as a general common expense; PROVIDED, the net proceeds from insurance policies insuring against the loss owned by the Association shall first be deducted from the cost of reconstruction in computing the amount of the general common expense; and further, PROVIDED, a loss to an apartment to the extent reimbursed by insurance owned by the apartment owner shall not be included in computing the amount of the general common expense.

Section 4. The Association shall set a monthly administration charge for the reserve to cover current expenses. Such charge will be payable on the first day of each month. The resolution setting the amount of the charge may provide that same be paid directly to the management agent.

Section 5. The Association may make additional assessments for common expenses in such amounts and payable on the date and in the manner as they may designate; PROVIDED, assessments for limited common expenses shall be made by the Association only if a majority of co-owners to whom the use of the limited common element is reserved approve the assessment.

Section 6. Depository. The depository of this Association shall be such bank or banks as shall be designated from time to time by the Board of Administrators. Withdrawals from such accounts shall be only by checks.

Section 7. Interest; application of payments. Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of nine per cent (9%) per annum (or the maximum allowable rate if same be less than nine per cent per annum) from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

Section 8. Collection.

A. The Association of Co-owners shall have a lien on the interest of any co-owner who shall fail or refuse to make any such

payment when due. Subject to approval of the Association upon three-fourths (3/4) affirmative vote of those co-owners present and voting at a duly called meeting, the Board of Administrators may:

(1) File a sworn statement with the Register of Deeds of Douglas County, Nebraska, setting forth the name of this condominium, the name of the co-owners, the number of the apartment and an itemization of the amounts due and owing together with interest thereon by the co-owner.

(2) Institute such legal proceedings on behalf of the Association as they deem appropriate for the collection of such amounts due and owing, together with interest thereon, or for the foreclosure of the lien therefor. Proceeds of sale upon foreclosure shall be first applied to all amounts found due and owing, together with interest and Court costs, including a reasonable attorneys fee, balance to the apartment owner or other lienors as their respective interests are found.

(3) Purchase the apartment on behalf of the Association at any sale upon foreclosure of the lien and to acquire and hold, lease, mortgage and convey the same.

B. No owner may exempt himself from paying toward such expenses by waiver of the use or enjoyment of the common elements or by abandonment of the apartment belonging to him.

C. The foregoing provisions are cumulative to the remedies provided for by law and nothing herein shall be construed to limit the obligation of a co-owner to pay his share of common expenses, or to limit the lien therefor as provided by law.

Section 9. Right to inspect records of Association. Each co-owner shall have the right to inspect all records of the Association, including the Minute Book, Account Book, and vouchers, at all reasonable times. A prospective purchaser of an apartment shall also have the right to inspect all records of the Association at reasonable times upon presenting written authorization from his prospective seller.

#### ARTICLE IV.

Insurance. The insurance other than title insurance which shall be carried upon the condominium property shall be governed by the following provisions.



Section 1. Blanket insurance upon all the condominium property, to the extent obtainable, shall be purchased by the Board of Administrators for the benefit of the Association of Co-owners and the mortgagees of Co-owners as their interests may appear, and provision shall be made for the issuance of standard mortgagee endorsements to mortgagees of Co-owners.

Section 2. Such insurance policies shall cover:

- A. Loss or damage by fire with extended coverage, in such amounts as the Association of Co-owners shall require.
- B. Public liability in such amounts and with such coverage as shall be required by the Association of Co-owners, including liability of the Association of Co-owners to an apartment owner.
- C. Workman's compensation policy to meet the requirements of law, if the Association has employees covered by the Nebraska workman's compensation laws.
- D. Such other risks as the Association shall determine from time to time to be desirable.

Section 3. Premium for such insurance shall be deemed common expenses; PROVIDED, if the premium for any policy of insurance is increased because of a condition peculiar to any apartment, the owner of such apartment shall be solely liable for the amount of such increment, which shall be added to his share of common expenses, and the Association may assess such apartment owner and collect the amount of same in the same manner as common expenses are assessed and collected.

#### ARTICLE V.

Personnel. The Association may hire and fire such personnel as the Association may designate for the works and the general or limited common services of the condominium.

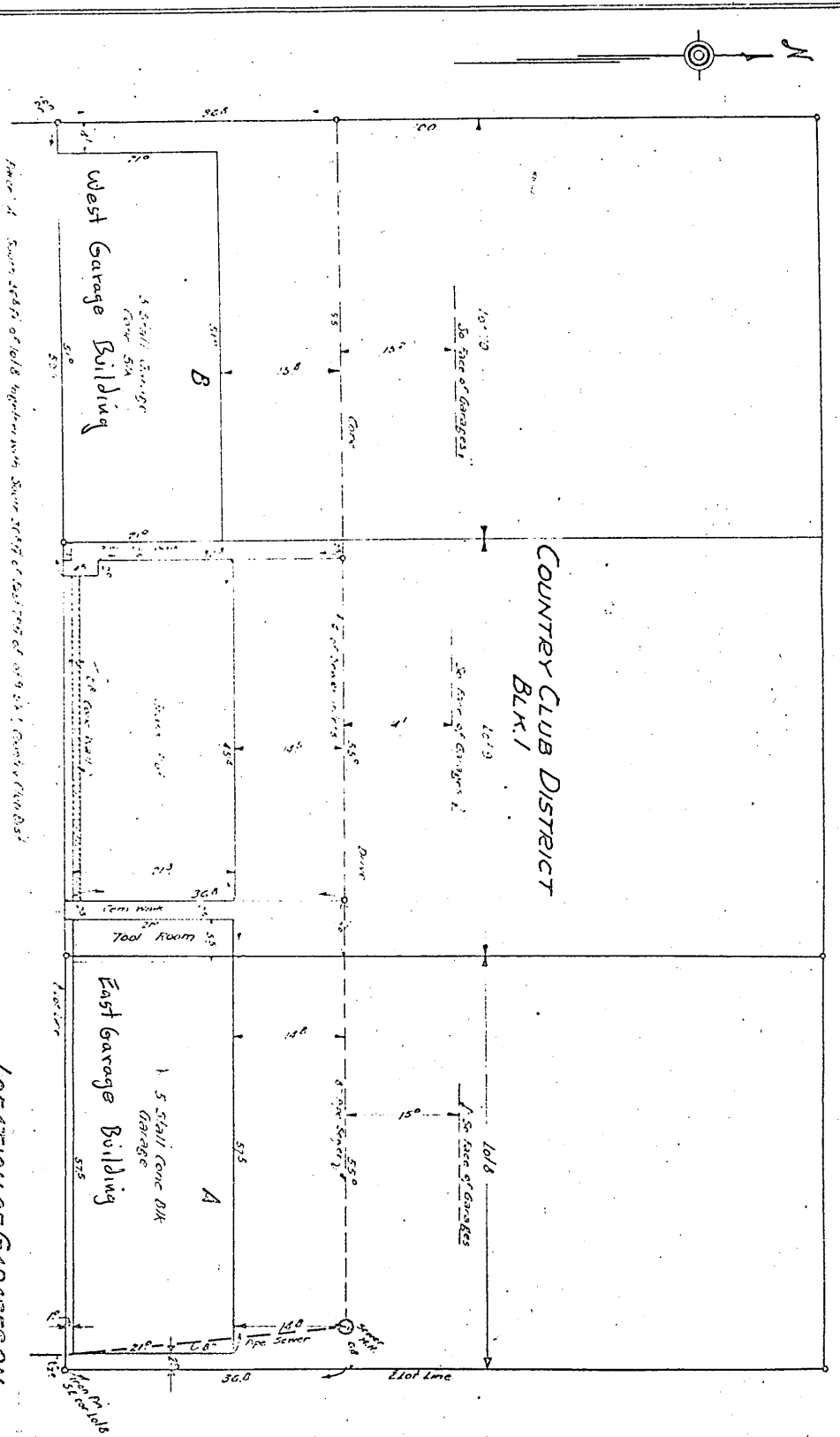
#### ARTICLE VI.

Parliamentary Rules. Roberts Rules of Order (latest edition) shall govern the conduct of Association meetings and meetings of the Board of Administrators when not in conflict with the Master Deed or these By-Laws.

#### ARTICLE VII.

Amendment. These By-Laws may be amended in the manner set forth in the Master Deed.

COUNTRY CLUB AVE.



Face of South side of field hydrograph. South side of lot 1079 is 15' wide. South side of lot 1078 is 15' wide. South side of lot 1077 is 15' wide.

LOCATION OF GARAGES ON SOUTH PART OF LOTS 8, 9 AND 10, BLK. 1, COUNTRY CLUB DISTRICT

30. RECORDED IN FURNISHED TRUST AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN KANSAS COUNTY, MISSOURI  
 11 AM August 10 1949 AT 3:38 P.M. BURNAS A. BRONSON, RECORDER OF DEEDS

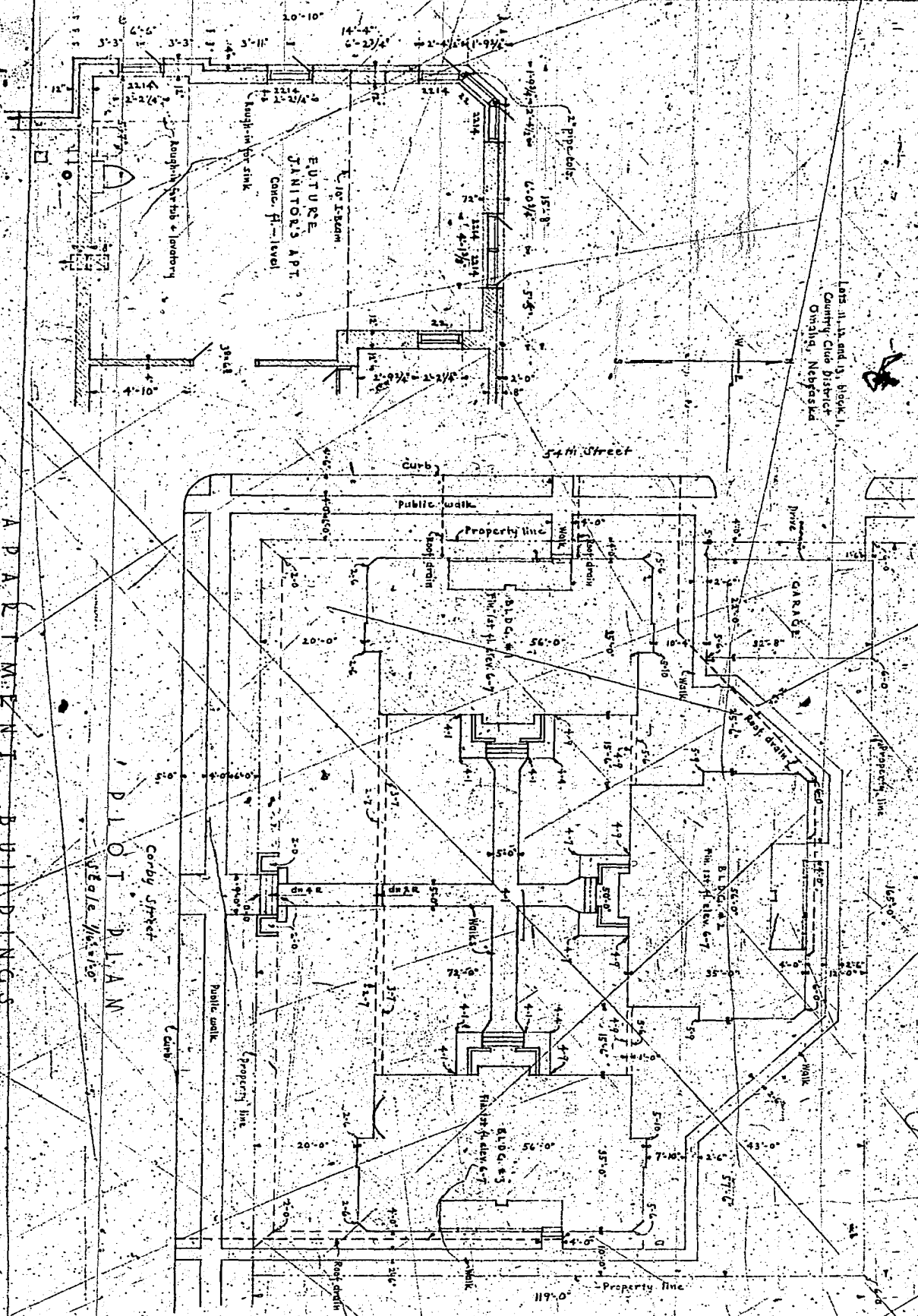
BASEMENT PLAN  
SOUTHWEST CORNER  
BLDG. 1

Scale 1/4" = 1'-0"

APARTMENT BUILDINGS  
FOR MR. AND MRS. R. W. REID  
To be erected on the northeast corner of 54th and Corby Streets, Omaha, Nebraska

R. F. HENNIG, ARCHITECT  
317 North 41st Street, Walker 3374, Omaha, Nebraska

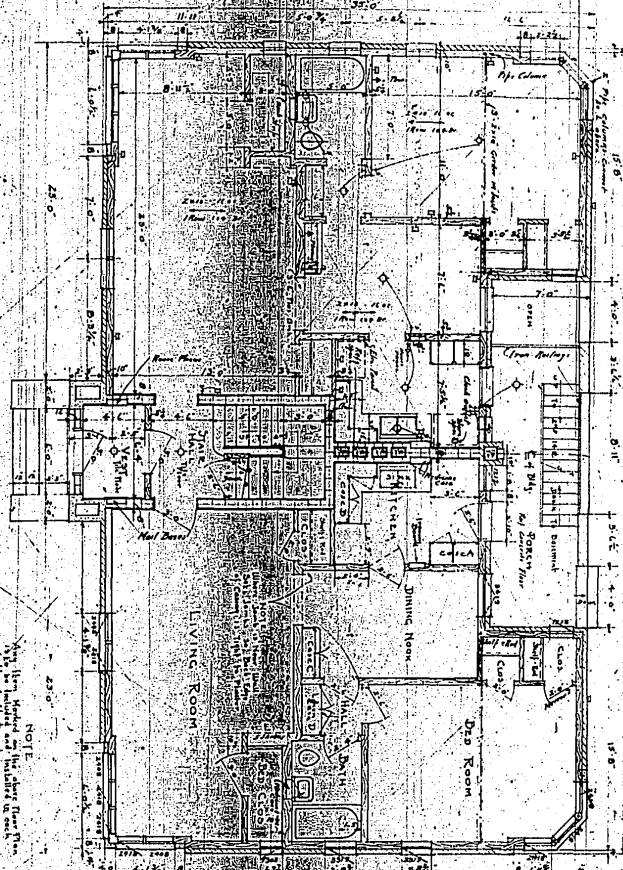
P.L.O.T. P.L.A.N.  
Scale 1/4" = 1'-0"



Lots 11, 12 and 13, Block 1  
Cannery Club District  
Omaha, Nebraska

12-30-40

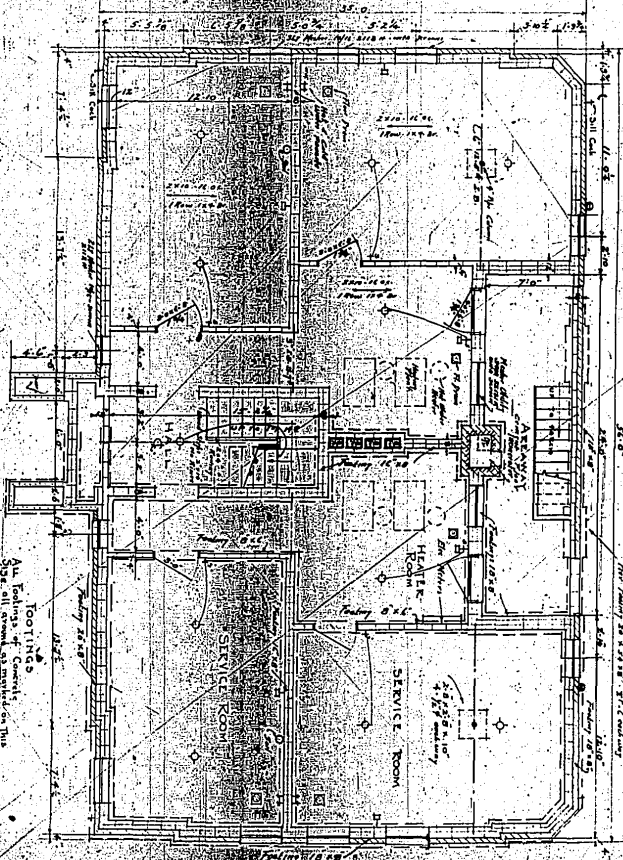
FIRST FLOOR PLAN



NOTE:  
 All items marked on the above floor plan  
 are to be finished and installed in each  
 of the above rooms as shown on the  
 All Doors to 6' high  
 Interior Doors 18"

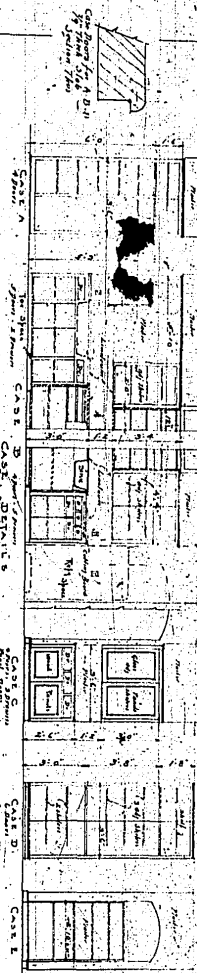
Scale: 1/8" = 1'-0"

BASEMENT PLAN



NOTE:  
 All footings of concrete on this  
 floor all around as shown on this  
 plan. - Foundation walls 2'-0" high  
 below grade. - Foundation walls  
 below 2'-0" grade shall be 2'-0" thick  
 and 2'-0" high.

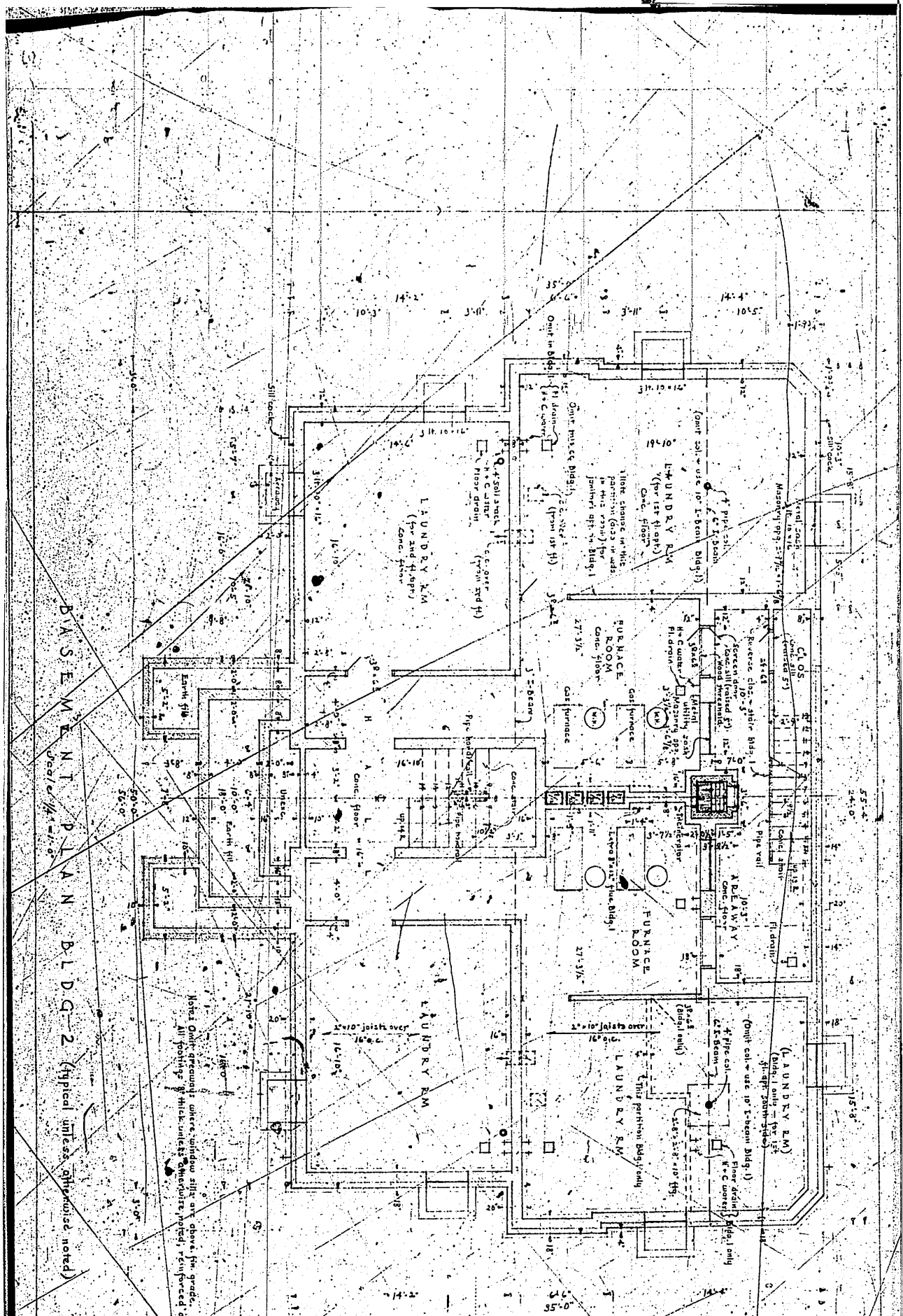
4-DAY CONTRACT  
 M. F. H. & S. CO.  
 100 N. 10th St.  
 OMAHA, IOWA



NOTE:  
 DOOR & WINDOW CASING  
 TO BE SET IN WALLS  
 CASES ALL AROUND

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 DOOR & WINDOW CASING  
 TO BE SET IN WALLS  
 CASES ALL AROUND

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 DOOR & WINDOW CASING  
 TO BE SET IN WALLS  
 CASES ALL AROUND

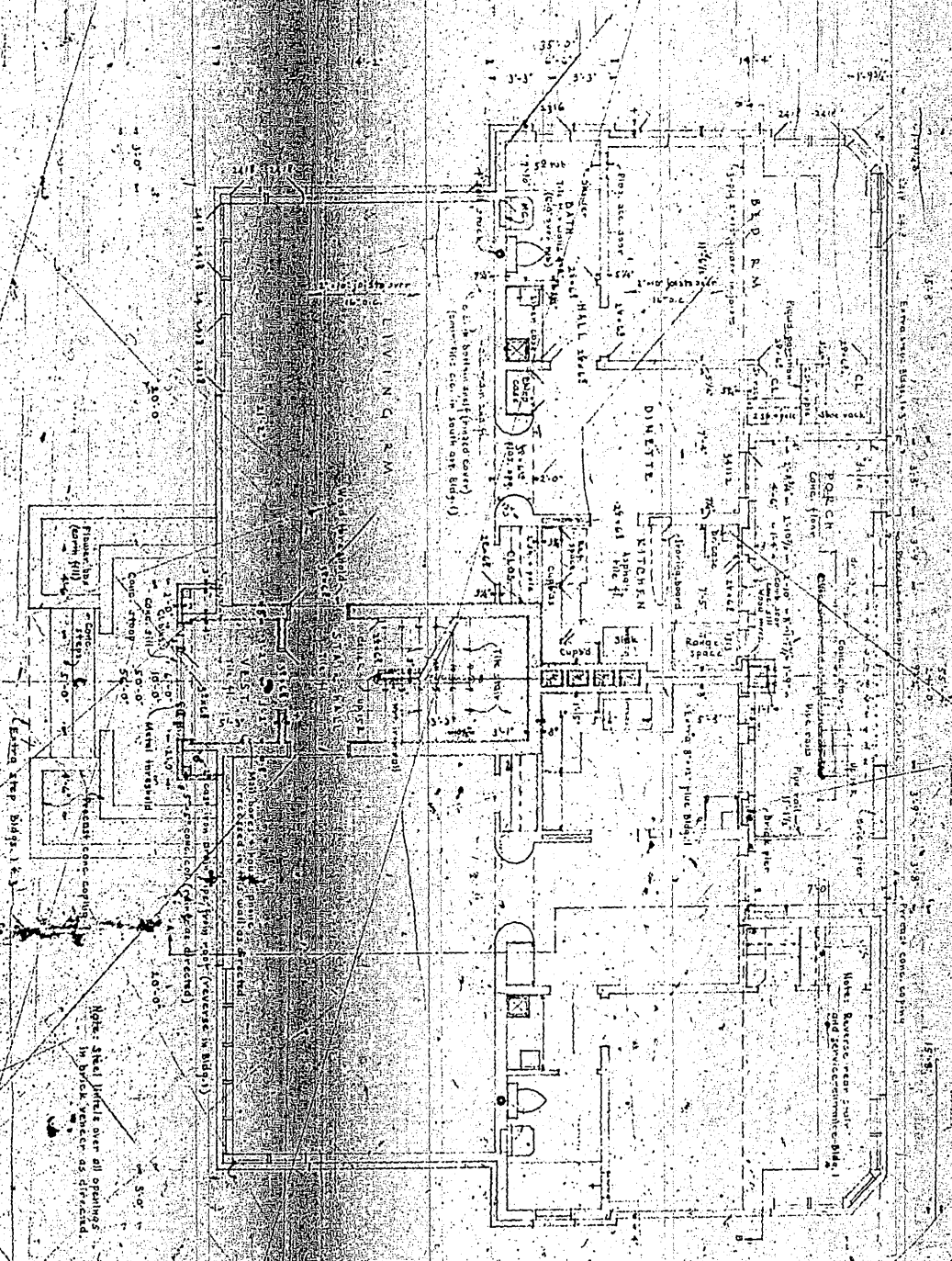


B.A.S.E.M.E.N.T. P.L.A.N. B.L.D.G.-2 (typical unless otherwise noted)

Note: Omitt. openings where window sills are above fm grade.  
 All footings 3" thick unless otherwise noted, reinforced as directed.

2
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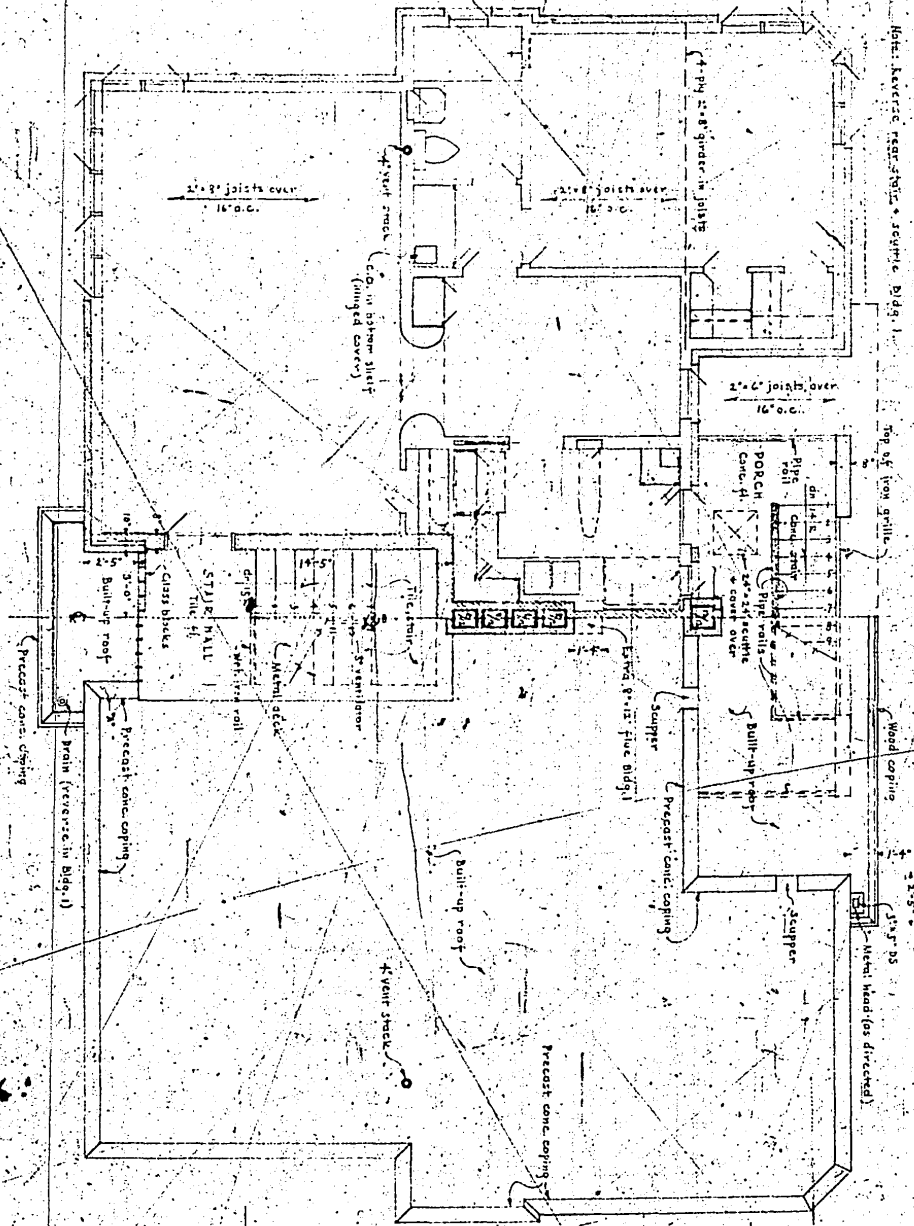
FIRST FLOOR PLAN, BLDG. 2 (typical unless otherwise noted)



Note: Steel joints over all openings in brick veneer as directed

3
3
3

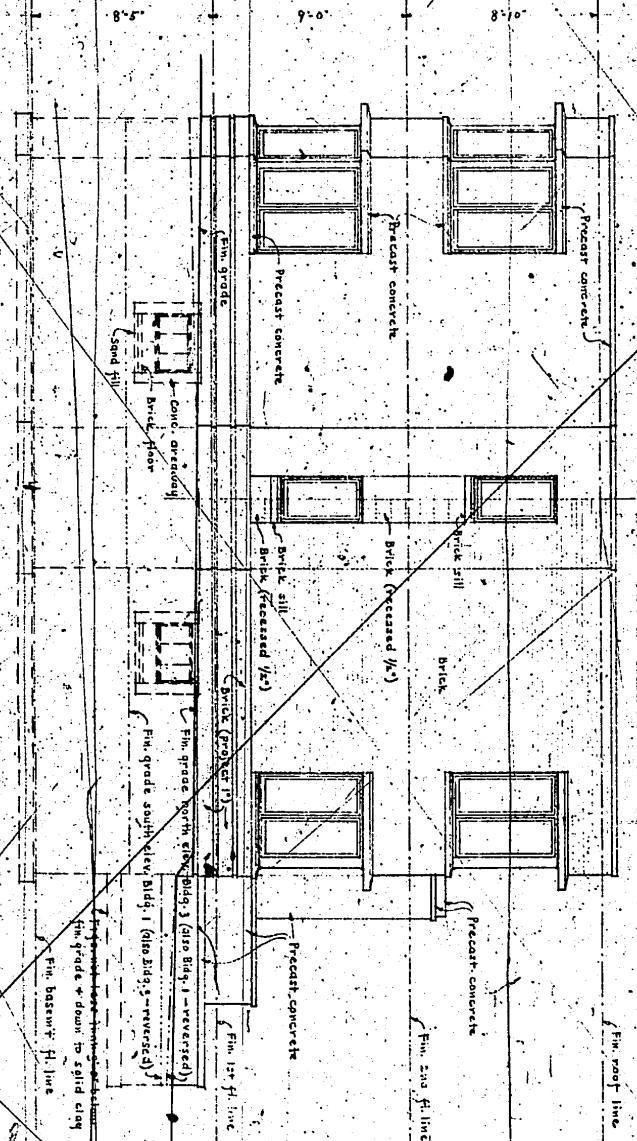
SECOND FLOOR AND ROOF PLANS BLDG. 2  
(typical unless otherwise noted)





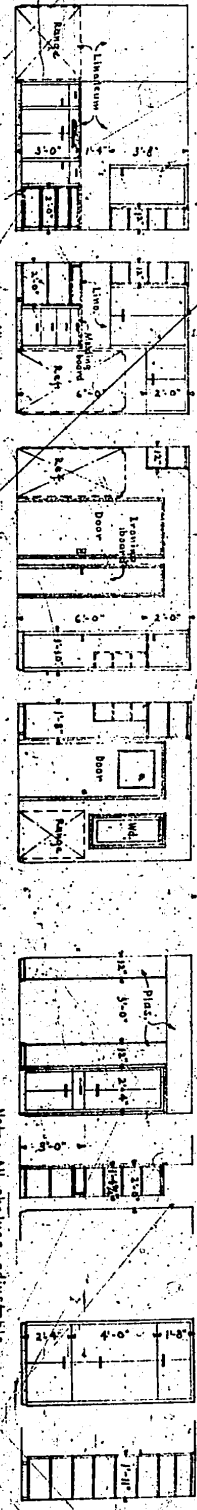


WEST SIDE ELEVATION (BLDG. 2)  
Scale 1/8" = 1'-0"



KITCHEN CUPBOARDS

Note: All shelves in upper cabinets adjustable. All doors and drawers tipped.



CUPBOARD DETAILS

Scale 1/4" = 1'-0"

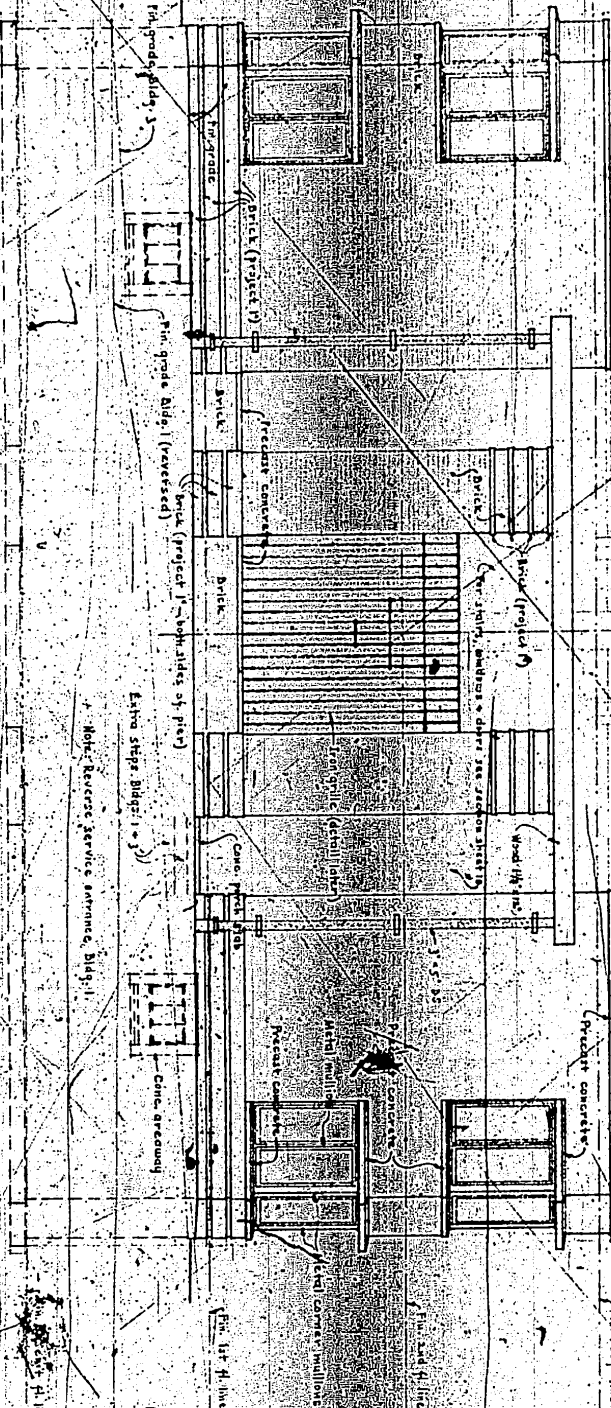
CHINA CASE

Note: All shelves adjustable. All doors and drawers tipped.

LINEN CASE

REAR ELEVATION (BLDG. 2)

Scale 1/4" = 1'-0"



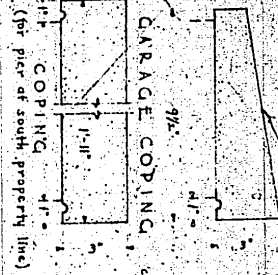
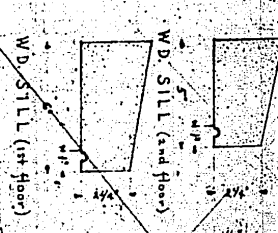
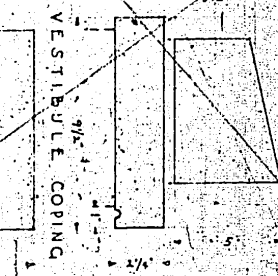
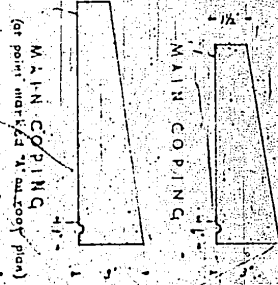
FRONT STOOD COPING  
(Also for wall of south property line)

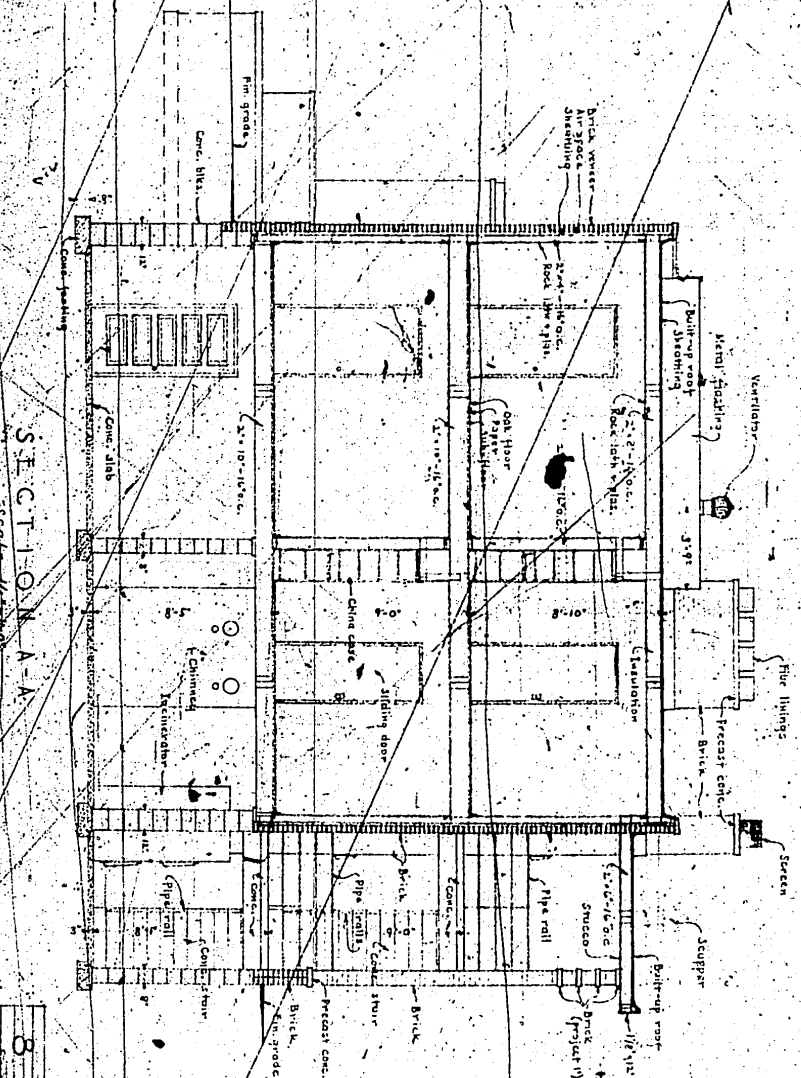
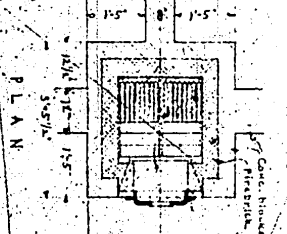
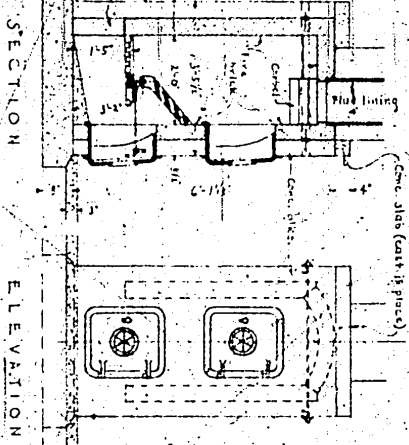
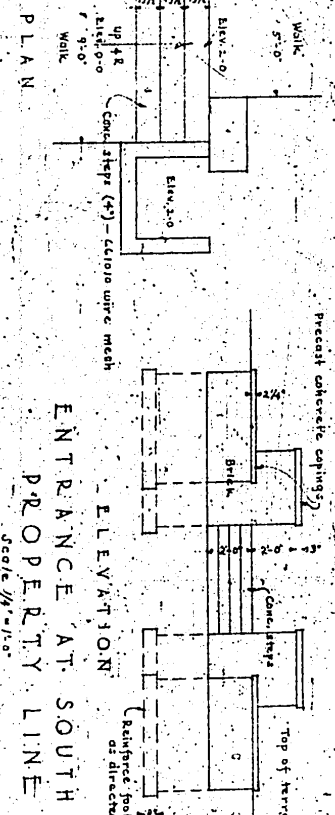
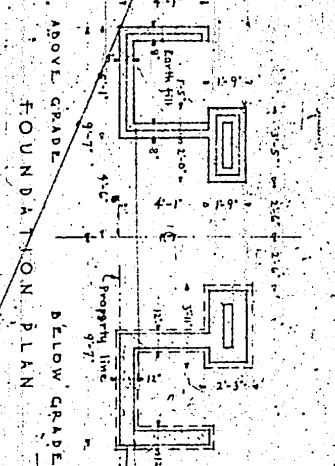
FLOWER BOX COPING

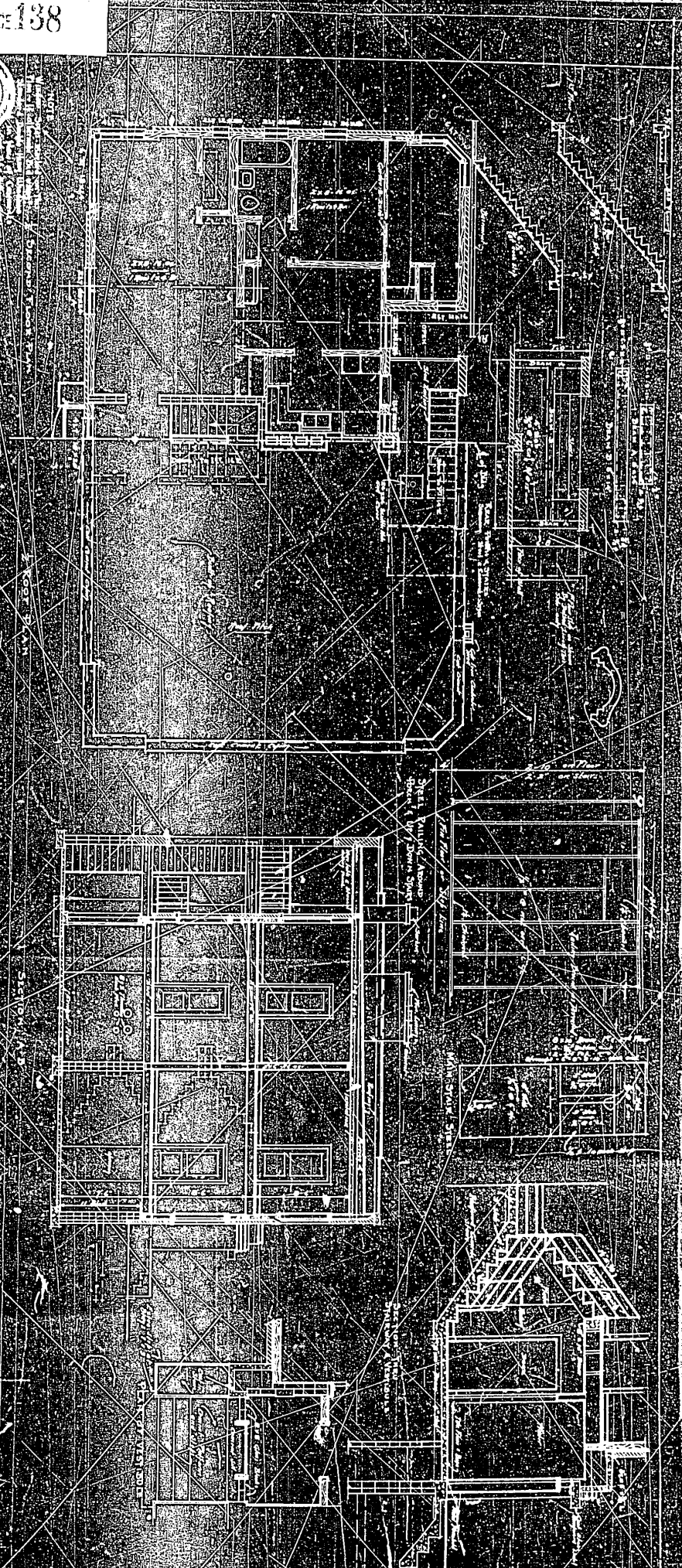
PRECAST CONCRETE TRIM DETAILS

Scale 3/4" = 1'-0"

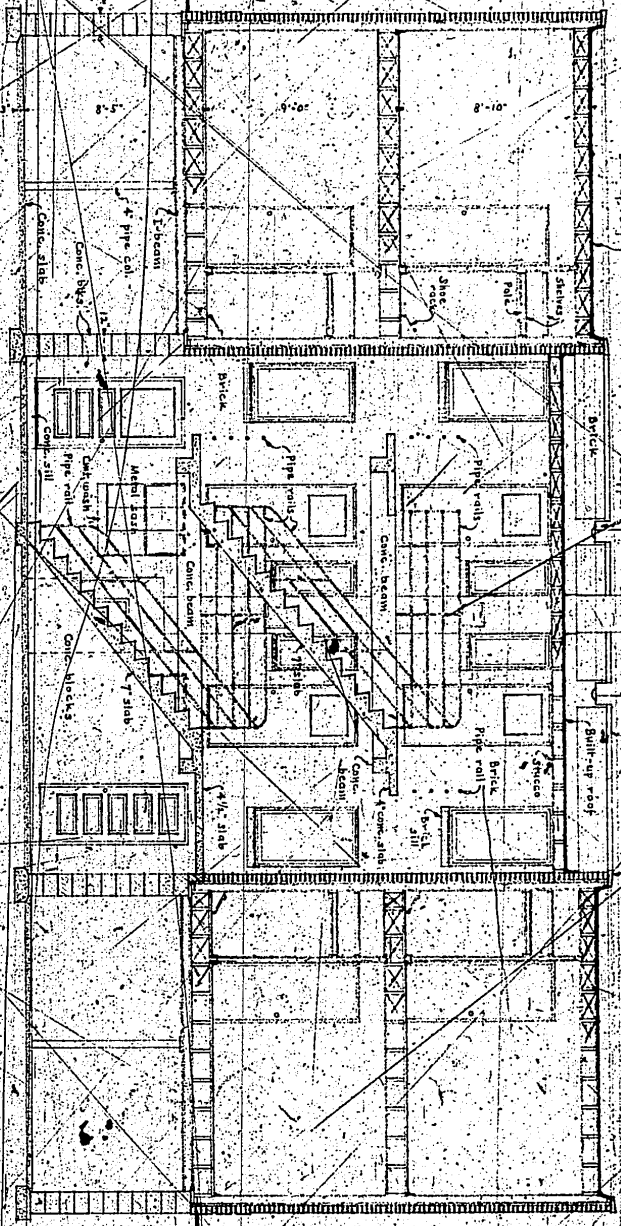
Note: Where dimensions are not given above, same will depend upon measurements taken at building. Reinforce as directed.





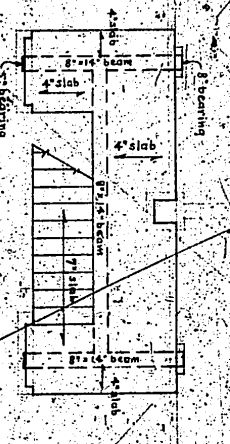


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TORONTO, ONTARIO

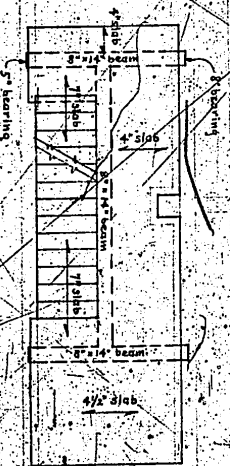


SECTION B-B  
Scale 1/4" = 1'-0"

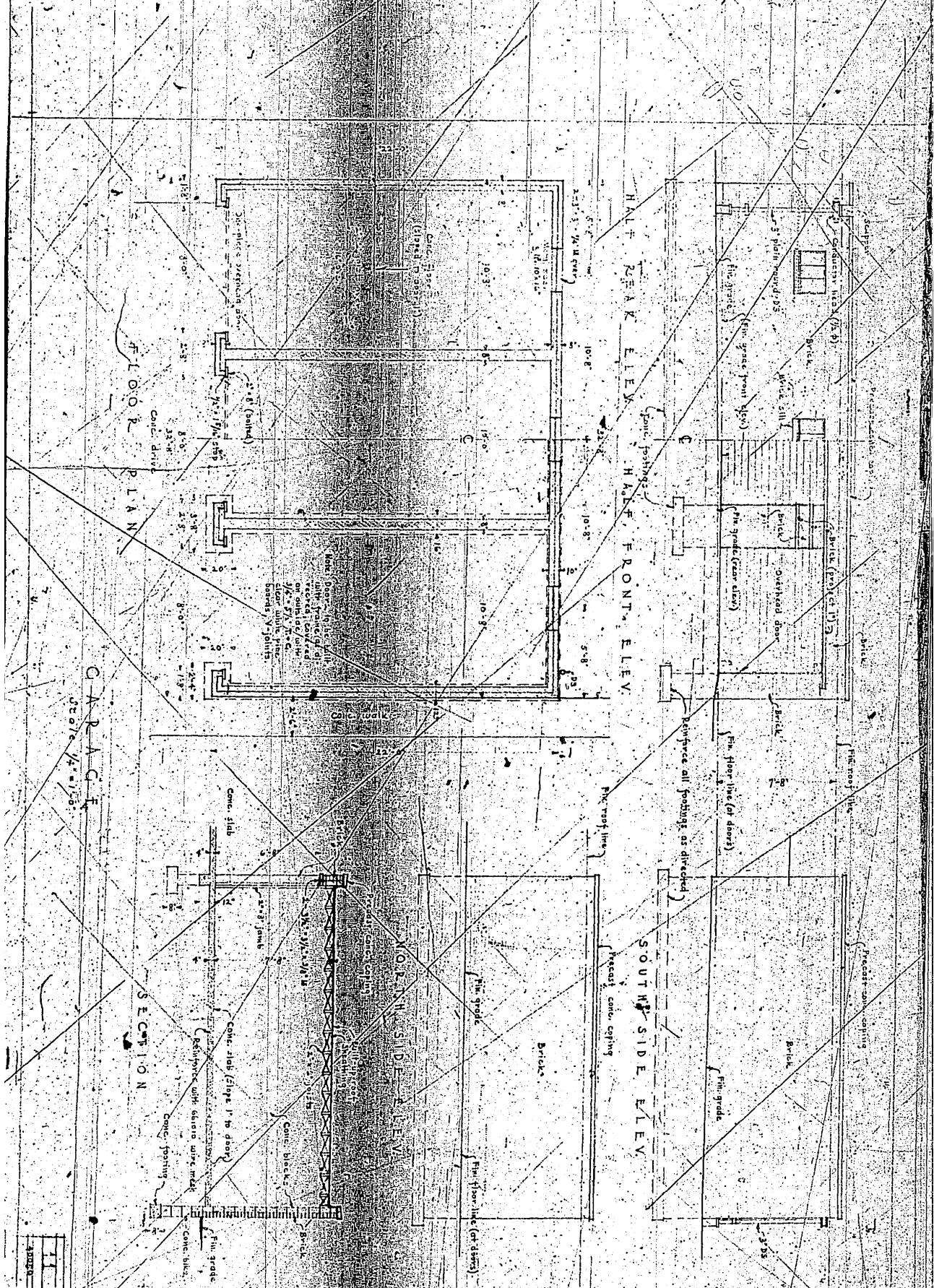
SECOND FLOOR  
CONCRETE FRAMING PLAN



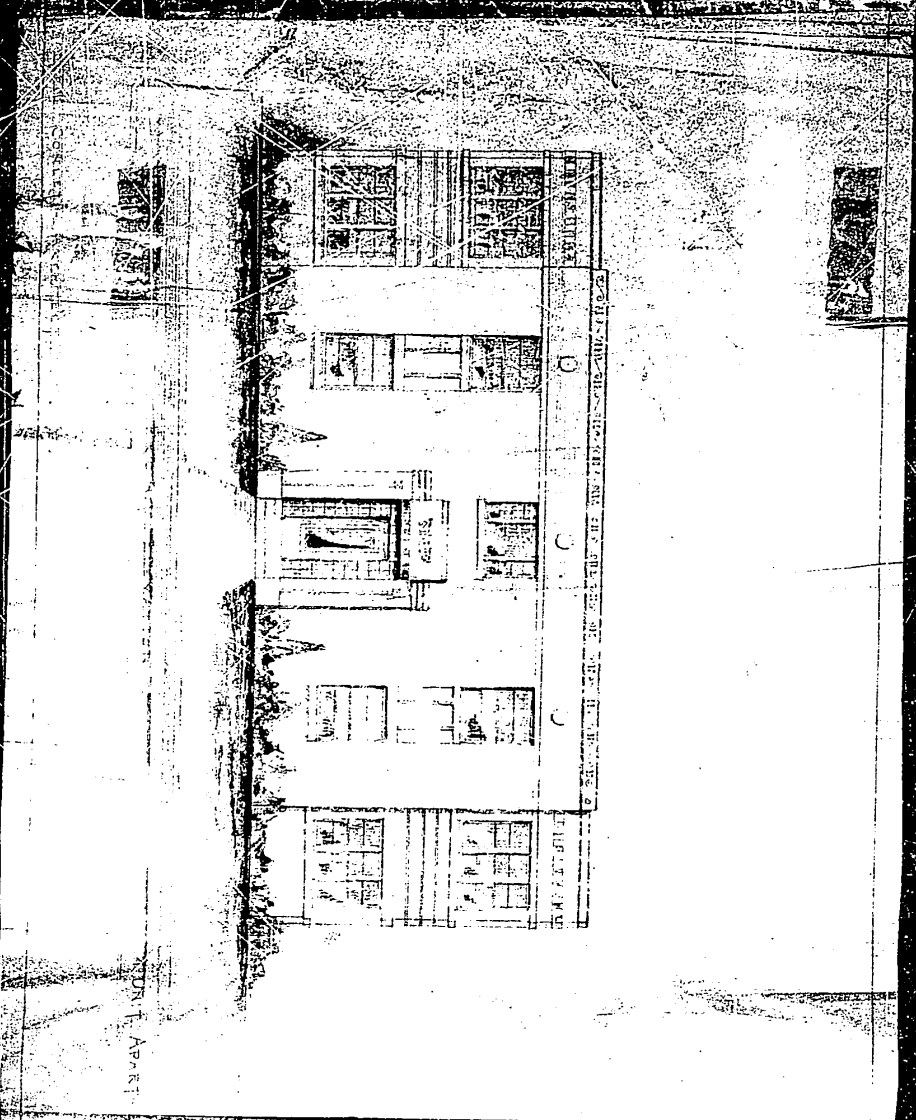
FIRST FLOOR  
CONCRETE FRAMING PLAN



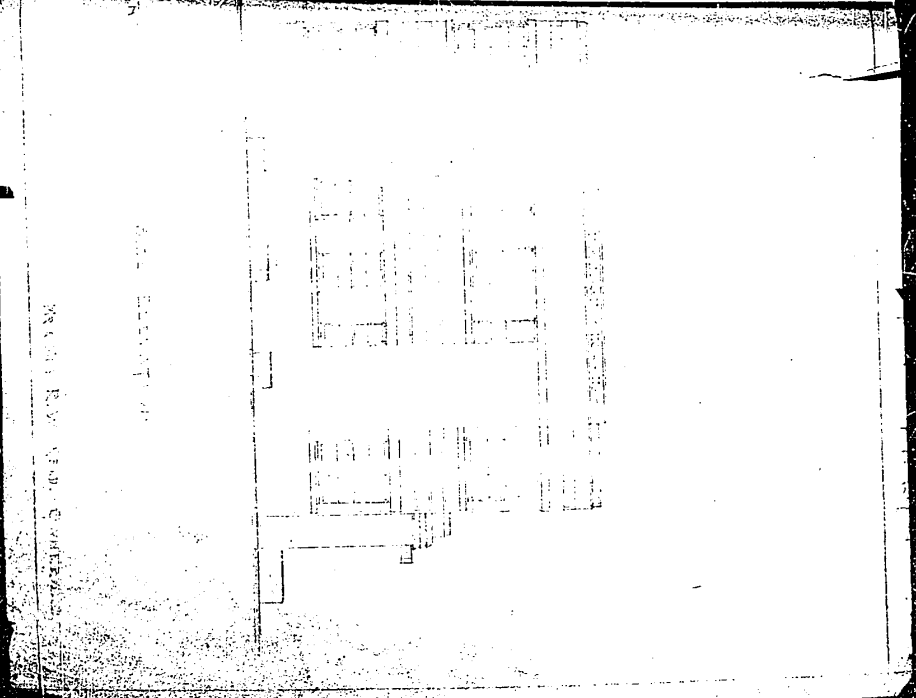
Note: see later details for reinfrcing.



11



DR. F. APART. 5



DR. F. APART. 5

~~23 Done~~

RECEIVED

1956 JAN 6 PM 2:54

THOMAS J. DONNOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

1275 deeds  
95

*[Handwritten signature]*

57-5560-1375  
557  
553

529

LANE, BAIRD, PEDERSEN & HAGGART  
524 OMAHA NATIONAL BANK BUILDING  
OMAHA, NEBRASKA