

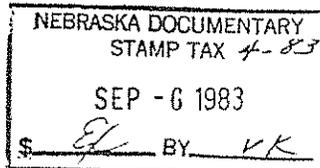
MASTER DEED

THIS MASTER DEED AND DECLARATION made this 1st day of August, 1983 by The Deauville Co., a Nebraska General Partnership (herein called the "Developer"), for itself, its successors, grantees and assigns,

W I T N E S S E T H :

1. The purpose of this Master Deed is to submit the lands herein described in Douglas County, Nebraska and the improvements built or to be built thereon to the condominium form of ownership and use in the manner provided by Sections 76-801, R.R.S. Nebraska (herein called the "Condominium Act"), and the name by which this condominium is to be identified is Deauville Condominium Property Regime No. 3.
2. The lands owned by the Developer which are hereby submitted to the condominium regime are described as shown on the attached exhibits, subject to an easement in favor of the Developer for purposes of repairing, constructing and gaining reasonable access to units in the condominium and subject further to an easement for installation and maintenance of public utilities serving the condominium.
3. The definitions set forth in Section 76-802, R.R.S. Nebraska shall govern this Master Deed and the attached Bylaws.
4. The condominium will consist of 8 buildings with a maximum height of two stories plus basement. The buildings will contain a total of 76 apartments which may only be used for residential purposes, and 52 garages for storing automobiles. The condominium also includes parking areas, gardens and landscaping. The Developer reserves the right to construct and sell up to 35 garages not currently shown on the Plans on the common area abutting or upon existing parking areas as shown on an attached exhibits. Upon such construction, the Developer shall file an exhibit of record showing the location and identifying numbers of such garages which shall be deemed an amendment to this Master Deed. The total floor area of all buildings (including garages) aggregates 49,701 square feet, of which 38,864 square feet is living space. The total land area aggregates 212,556 square feet. Said buildings and improvements, together with their location on the land and the area and location of each apartment, are more particularly described in the building plans which are attached hereto and recorded with this Master Deed.
5. The general common elements of the condominium shall be maintained by the Association and consist of:

The swimming pool, fencing, playground and tennis court with equipment and appurtenances, hallways, stairways, laundry areas and all of the land on which the buildings stand, including all of the surrounding lands embraced within the legal description specified above; the exterior surfaces of all apartment buildings except that exterior screening, window glass, storm doors and exterior doors, including garage doors, shall not be common elements; the foundations, exterior walls and party walls, roofs, yards and gardens, except that any balconies, decks, patios, yard areas and equipment



that may be included within individual apartments and individual apartment fences as delineated on the attached plans shall not be common elements (provided, however, decks, patios and balconies shall be maintained by the Association except for balcony and deck carpet which each owner must maintain); drives, walks, parking areas and all parts of the property and improvements which are not located within the interior of the apartments as shown on the attached plans; common gas and water meters and distribution systems, electrical and plumbing systems, hot-water heaters and common chimney flues used by more than one apartment. The air conditioning compressor supplying coolant for each apartment is not a common element, but is a part of each such apartment and shall be maintained and replaced as needed by each co-owner. Each co-owner shall be responsible for the repair, maintenance and replacement of the interior of his apartment and the exterior portions thereof which have been excluded from the above definition of common elements, including specifically, but not limited to, exterior glass, screens, storm doors, entry doors and garage doors; it being understood that the only common area maintenance of exterior doors shall be the painting or finishing of the exterior surfaces thereof. If any co-owner fails to make all reasonable and necessary repairs and replacements of the parts of the exterior of his apartment which are herein excluded from the common elements and are thereby included within the individual apartments definition, then the Association may perform such work, invoice the owner for the cost thereof and secure and enforce a claim and lien therefor against the co-owner and his apartment in like manner as a delinquent assessment for common element expense. Common elements shall also include any units owned by the Association.

6. The total basic value of the entire condominium regime is Three Million Four Hundred Thirteen Thousand Nine Hundred Seventy-Six Dollars (3,413,976), and the basic value of each apartment together with the percentage which each apartment shall share in the expenses of and the rights in the common elements are as shown on the attached Exhibit.

7. The following covenants, conditions and restrictions relating to this condominium regime shall run with the land and bind all co-owners, tenants of such owners, employees and any other persons who use the property, including the persons who acquire the interest of any co-owner through foreclosure, enforcement of any lien or otherwise:

(a) Deauville Association #3, Inc., a Nebraska nonprofit corporation, has been incorporated to provide a vehicle for the management of the condominium. Each co-owner shall automatically be deemed a member of said Association. The Bylaws of said Association are also the Bylaws of this condominium regime and are attached hereto.

(b) The common elements are for the use and enjoyment of all co-owners. The ownership of the common elements shall remain undivided, and no person or co-owner shall bring any action for the partition or division of

the common elements. The Association shall from time to time establish rules and regulations for the use of the common elements, and all co-owners and users shall be bound thereby. The Association shall have the sole jurisdiction over and responsibility for making alterations, improvements, repairs and maintenance of the common elements. The share of a co-owner in the common elements is appurtenant to his apartment and inseparable from apartment ownership. Assessments against co-owners for insurance, common element expenses and reserves and for other expenses incurred by the Association shall be made pursuant to the Bylaws. Assessments paid within 10 days after the date when due shall not bear interest, but all sums not paid within said 10-day period shall bear interest at the highest legal contract rate from due date until paid. If any co-owner shall fail or refuse to make any payment of such assessments when due, the amount thereof plus interest shall constitute a lien upon the co-owner's interest in his apartment and in the property and, upon the recording of such lien by the Association in the Register of Deeds of the county wherein the condominium is located, such amount shall constitute a lien prior and preferred over all other liens and encumbrances, except previously filed Association assessments, liens and charges for taxes past due and unpaid on the apartment and except prior duly recorded mortgage and lien instruments.

To the extent the utility use is separately metered or measured, the individual unit owner shall be responsible for obtaining and paying for such service. Utilities consumed by or used in the common areas and utilities not separately metered shall be a common expense which the Association may charge to the unit owners based upon their percentage of value in the Association or otherwise in the form of annual or monthly assessments. The condominium regime is served by a common gas main. Natural gas utilized for heating of apartment units shall be measured by the Developer, the Association or its contractors and billed monthly based upon measured usage or, if the meter is not operational, upon allocations for previous periods and any information available for the current period. The unit owner shall pay any bill not later than ten (10) days after receipt unless it provides otherwise. Should any unit owner fail to so pay, the Association shall have a lien against the unit for the dollar amount of any outstanding and unpaid bills for natural gas use, plus interest at the highest legal contract rate, and shall have the right to record notice of such lien as though it were an assessment lien in the Register of Deeds. The Association shall further have the right to deny gas service to any apartment unit which fails to pay for such gas service for a period of more than thirty (30) days after the same is due.

(c) Each co-owner shall be responsible to:

(i) maintain, repair and replace at his expense all portions of his apartment which are not included in the definition of common elements;

(ii) refrain from painting, decorating or changing the appearance of any portion of the exterior of the apartment building, unless approved by the Association in writing; and

(iii) promptly report to the Association any defect or need for repairs which are the responsibility of the Association.

(d) Each apartment shall be used and occupied only by one family, its servants and guests as a residence and for no other purpose. No apartment may be subdivided into a smaller unit, or any portion thereof sold or transferred, without first amending this Master Deed to show the changes in the apartments to be subdivided.

(e) No practice or use shall be permitted on the condominium property or in any apartment which shall be an annoyance to other co-owners or residents of the area or which shall interfere with their peaceful use and enjoyment of their property. All portions of the property and of the apartment shall be kept clean and sanitary and no use thereof shall be made which constitutes a violation of any laws, zoning ordinances, governmental regulations or regulations of the Association.

(f) No co-owner may sell or lease his apartment or any interest therein unless he shall have given to the Association, at least five days prior to closing of such sale or lease, a written notice specifying the names and current addresses of such buyers or lessees, and in the case of a lease, a statement signed by the landlord and lessee stating who shall pay the Association Assessments. Any such statement or contract shall not relieve the owner of the obligation to pay assessments. The above provisions regarding notice of transfers shall not apply to acquisition of ownership through foreclosure of a mortgage upon an apartment. This provision shall not be construed as a limitation on an owner's right to alienate his or her unit, provided this section shall have been complied with.

(g) Unless a greater number is required by law, co-owners representing two-thirds or more of the total basic value of the condominium may at any time in writing duly acknowledged and recorded effect an amendment to the Bylaws of said condominium which are attached hereto; and, unless a greater number is required by law, co-owners representing three-fourths or more of the total basic value of the condominium may at any time in writing duly acknowledged and recorded effect any alteration, deletion or amendment to this Master Deed, provided that such changes shall not bind any then existing mortgage holders of record unless they likewise consent to such change in writing.

(h) This condominium regime may be terminated or waived by written agreement of co-owners representing three-fourths or more of the total basic value of the condominium and by all lienholders of record, which agreement shall be acknowledged and recorded in the Register of Deeds; termination shall be effective as of recording date. Following termination, the property may be judicially partitioned and sold upon the petition of

any co-owner, but if co-owners representing three-fourths of the total basic value of the condominium agree in writing to sell or otherwise dispose of the condominium property, then all co-owners shall be bound to execute such deeds or other documents reasonably necessary to effect such sale or disposition when and as required by the Board of Directors of the Association. In such case, any pending partition action shall be dismissed in order to permit completion of such sale or disposition. In no event may the condominium property be sold or otherwise disposed of without the prior termination or waiver of the regime, unless such sale or disposition is approved in writing by co-owners representing 100% of the total basic value of the condominium and by the holders of all mortgages of record covering any apartments within the condominium. Notwithstanding any provision in the Bylaws, there shall be no reduction or deletion or conveyance of the common elements without the prior written consent of the holders of all mortgages of record against any apartments within the condominium.

(i) Household pets will be subject to regulation, restriction, exclusion and special assessment, as may be determined by the Association from time to time. All garage doors must remain closed at all times, except when cars are entering or exiting the garage space. No garbage cans or trash receptacles are to be permitted outside unless sponsored and maintained by the Association. Private barbecue grills may not be used in the common areas, and outside use or storage of barbecue grills will be subject to regulation, restriction or exclusion by the Association. Automobile parking will be subject to regulation and restriction by the Association.

(j) All notices required hereby shall be in writing and sent by certified or registered mail, return receipt requested:

(i) to a co-owner at his last known address on the books of the Association; and

(ii) to the condominium or the Association at the registered office of the Association.

(k) The swimming pool described in Paragraph 5 and shown on the attached Plans shall be subject to regulation by the Association Board. The Developer reserves the right to use any apartments owned by it as model homes, business and sales offices and closing facilities until completion of sales by the Developer of all apartments or homes to be constructed within this condominium and adjoining property or condominiums.

(l) Notwithstanding any statement to the contrary, until December 31, 1990 or until the Developer or its successor waives its right to do so, the Administrators of the condominium shall be elected solely by the Developer.

(m) Upon conveyance of any unit from the Developer, an initiation fee as established by the Association Board, not to exceed \$150, shall be due and owing to the Association, independent of any assessment.

(n) The Association shall indemnify and hold its Director harmless from any expense or liability except as may result from gross malfeasance.

THE DEAUVILLE CO.

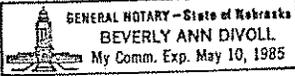
By Harold E. Grove
Title:

ACKNOWLEDGEMENT

STATE OF NEBRASKA }
 } ss.
COUNTY OF DOUGLAS }

Before me, a notary public, personally came Harold E. Grove, Managing Partner of The Deauville Co., a Nebraska general partnership.

Witness my hand and notarial seal on this 31st day of August, 1983.



Beverly Ann Divoll
Notary Public

Apt.#	Basic Value	%	Apt.#	Basic Value	%
3-101	33,958.00	.99	G-1	3,400.00	.10
3-102	33,958.00	.99	G-2	3,400.00	.10
3-103	33,958.00	.99	G-3	3,400.00	.10
✓3-104	33,958.00	.99	✓G-4	3,400.00	.10
3-105	33,958.00	.99	G-5	3,400.00	.10
3-106	33,958.00	.99	G-6	3,400.00	.10
3-107	33,958.00	.99	G-7	3,400.00	.10
✓3-108	42,458.00	1.24	✓G-8	3,400.00	.10
3-109	42,458.00	1.24	G-9	3,400.00	.10
3-110	42,458.00	1.24	G-10	3,400.00	.10
3-111	33,958.00	.99	G-11	3,400.00	.10
✓3-112	33,958.00	.99	✓G-12	3,400.00	.10
3-114	33,958.00	.99	G-13	3,400.00	.10
3-115	33,958.00	.99	G-14	3,400.00	.10
3-116	33,958.00	.99	G-15	3,400.00	.10
✓3-117	33,958.00	.99	✓G-16	3,400.00	.10
3-118	42,458.00	1.24	G-17	3,400.00	.10
3-119	42,458.00	1.24	G-18	3,400.00	.10
3-120	33,958.00	.99	G-19	3,400.00	.10
✓3-121	33,958.00	.99	✓G-20	3,400.00	.10
3-122	33,958.00	.99	G-21	3,400.00	.10
3-123	42,458.00	1.24	G-22	3,400.00	.10
3-124	42,458.00	1.24	G-23	3,400.00	.10
✓3-125	42,458.00	1.24	✓G-24	3,400.00	.10
3-201	38,208.00	1.12	G-25	3,400.00	.10
3-202	38,208.00	1.12	G-26	3,400.00	.10
3-203	38,208.00	1.12	G-27	3,400.00	.10
✓3-204	38,208.00	1.12	✓G-28	3,400.00	.10
3-205	38,208.00	1.12	G-29	3,400.00	.10
3-206	38,208.00	1.12	G-30	3,400.00	.10
3-207	38,208.00	1.12	G-31	3,400.00	.10
✓3-208	46,708.00	1.38	✓G-32	3,400.00	.10
3-209	46,708.00	1.38	G-33	3,400.00	.10
3-210	46,708.00	1.38	G-34	3,400.00	.10
3-211	38,208.00	1.12	G-35	3,400.00	.10
✓3-212	38,208.00	1.12	✓G-36	3,400.00	.10
3-214	38,208.00	1.12	G-37	3,400.00	.10
3-215	38,208.00	1.12	G-38	3,400.00	.10
3-216	38,208.00	1.12	G-39	3,400.00	.10
✓3-217	38,208.00	1.12	✓G-40	3,400.00	.10
3-218	46,708.00	1.38	G-41	3,400.00	.10
3-219	46,708.00	1.38	G-42	3,400.00	.10
3-220	38,208.00	1.12	G-43	3,400.00	.10
✓3-221	38,208.00	1.12	✓G-44	3,400.00	.10
3-222	38,208.00	1.12	G-45	3,400.00	.10
3-223	46,708.00	1.38	G-46	3,400.00	.10
3-224	46,708.00	1.38	G-47	3,400.00	.10
3-225	46,708.00	1.38	✓G-48	3,400.00	.10
3-301	44,158.00	1.29	G-49	3,400.00	.10
3-302	50,958.00	1.49	G-50	3,400.00	.10
3-303	42,458.00	1.24	G-51	3,400.00	.10
✓3-304	44,158.00	1.29	✓G-52	3,400.00	.10
3-305	44,158.00	1.29			
3-306	42,458.00	1.24		\$3,413,976.00	100.00%
3-307	42,458.00	1.24			
✓3-308	52,658.00	1.54			
3-309	52,658.00	1.54			
3-310	50,958.00	1.49			
3-311	44,158.00	1.29			
3-312	42,458.00	1.24			
3-314	44,158.00	1.29			
3-315	42,458.00	1.24			
3-316	42,458.00	1.24			
✓3-317	44,158.00	1.29			
3-318	52,658.00	1.54			
3-319	50,958.00	1.49			
3-320	42,458.00	1.24			
✓3-321	42,458.00	1.24			
3-322	42,458.00	1.24			
3-323	52,658.00	1.54			
3-324	52,658.00	1.54			
✓3-325	50,958.00	1.49			
3-326	63,750.00	1.88			
3-327	63,750.00	1.88			
3-328	63,750.00	1.88			
✓3-329	63,750.00	1.88			

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BYLAWS

1. These are the Bylaws of DEAUVILLE ASSOCIATION #3, INC., a Nebraska nonprofit corporation with its registered office at 1650 Farnam Street, Omaha, Nebraska 68102 (c/o James D. Sherrets). These are also the Bylaws of DEAUVILLE CONDOMINIUM PROPERTY REGIME NO. 3.

2. Seal. The corporate seal shall bear the name of the corporation and the words "Corporate Seal."

3. Members. This corporation has been organized to provide a means of management for the above-described condominium. Membership in the Association is automatically granted and restricted to record owners of apartments in said condominium regime. The vote on behalf of an apartment shall be in person by the record owner thereof, but if an apartment is owned by more than one person or by a corporation or other entity, such vote shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. No other form of proxy voting will be permitted. Each apartment shall be entitled to the number of votes equaling the total dollar basic value assigned to such apartment in the Master Deed and Declaration creating the condominium regime.

4. The Annual Members' Meeting will be held for the purpose of electing a Board of Administrators and transacting any other business that may come before the meeting. No notice of annual meetings need be given. Said annual meeting shall be held on the second Tuesday of January at 7:30 P.M. each year at 12793 Q Street, Omaha, Nebraska, or such other location as may be determined by the Board of Administrators.

5. Special Members' Meetings may be called by the President or Vice President or by a majority of the Board of Administrators and must be called upon receipt of written request from members holding at least two-thirds of the total basic value of the condominium regime. Notice of special meetings shall be given by 10 days' written notice delivered or mailed to each apartment. Notices may be waived either before or after the meeting.

6. The President shall preside over members' meetings, and the Secretary shall keep the minute book wherein the resolutions shall be recorded.

7. A Quorum for members' meetings shall consist of persons owning a majority of the total basic value of the condominium regime, but a meeting consisting of less than a quorum may by majority vote adjourn the meeting from time to time without further notice. The affirmative vote of persons owning a majority of the total basic value of the condominium shall be required to adopt a decision on the part of the members.

8. The Affairs of the Association shall be managed by a Board of three Administrators (also known as Directors), who need not be unit owners and who shall be elected by the members at each annual meeting of the members. Vacancies occurring in the Board shall be filled by the remaining Administrators. Notwithstanding the foregoing, until December 31, 1990 or until The Deauville Co., a Nebraska General Partnership (developer), elects in writing to waive its right to elect the Administrators (whichever shall first

occur), the Administrators of the Association shall be elected solely by the Developer. After relinquishment of control by the Developer, any Administrator may be removed by a majority vote of the members, and the vacancy thus created may be filled by the members. The normal term of each Administrator shall be until the next annual meeting of the members or until his successor is duly elected and qualified. A majority of the Administrators shall constitute a quorum, and a majority vote of Administrators present at a meeting comprising a quorum shall constitute the act of the Administrators and of the Association. The Board of Administrators shall have authority for the care, upkeep and surveillance of the condominium buildings and its general or limited common elements or services and also the designation and dismissal of the personnel necessary therefore. The Administrators shall receive no compensation for serving on the Board unless approved by the holders of a majority of the basic value in the condominium. Compensation of employees of the Association shall be fixed by the Board of Administrators. An Administrator may be an employee of the Association, and a contract for management of the condominium may be entered into with an Administrator.

9. The Annual Meeting of Administrators shall immediately follow the annual meeting of members. No notice of an annual meeting shall be required. Special meetings of Administrators may be called by the President or by a majority of the Administrators upon 24 hours' prior notice of the meeting given personally or by mail, telephone or telegraph to the Board members.

10. The Officers of the corporation shall be elected by the Administrators. Compensation, if any, of officers shall be fixed by the Administrators. Any person may hold two or more offices, but no one person shall hold the office of President and Secretary. The officers of the Association shall consist of a President, Vice President, Secretary and Treasurer and such additional officers as the Administrators shall deem necessary from time to time.

(a) The President (or the Vice President in the absence or disability of the President) shall be the chief executive officer of the company; shall preside at meetings of members and Administrators; shall execute all contracts and instruments; shall have general management of corporate affairs; and shall carry out all orders of the Board of Administrators.

(b) The Secretary shall record the minutes of meetings of Administrators and members; shall have custody of the corporate seal and affix it to such instruments as are authorized by the Administrators, and shall perform such other duties prescribed by the President or the Administrators.

(c) The Treasurer shall have custody of corporate funds and securities; shall account for all corporate receipts and disbursements; and shall perform such other duties prescribed by the President or the Administrators.

11. Budget. The Board of Administrators shall adopt a budget for each fiscal year which shall include the estimate of funds required to defray common expenses in the coming year and to provide funds for current expenses, reserves for

deferred maintenance, reserves for replacement, and reserves to provide a working fund or to meet anticipated losses. The budget shall be adopted in the eleventh month of each fiscal year for the coming fiscal year, and copies of the budget and proposed assessments shall be sent to each owner on or before the last day of the fiscal year preceding the year for which the budget is made. Budgets may be amended during a current year where necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be sent to each owner as promptly as possible. There shall be no enlargement of the common elements or additional structures built as part of the common elements if such enlargement or additional construction costs more than \$3,000.00 unless and until such proposal is approved in writing by co-owners representing at least three-fourths of the total basic value of the condominium.

12. Assessments against each apartment owner for such common expenses shall be made annually on or before the fiscal year end preceding the year for which assessments are made. The annual assessments shall be due in 12 equal, monthly payments on the first day of each month. The assessments to be levied against each apartment shall be such apartment's pro rata share of the total annual budget based upon the percentage share of such apartment's basic value as set forth in the Master Deed establishing the condominium. In case of an amended budget as provided in Article 11, the amended assessment shall be payable at the times specified in the notice of the amended assessment sent to each owner. If any co-owner shall fail or refuse to make any payment of an assessment when due, the amount thereof shall constitute a lien on the interest of the co-owner in his apartment, and the Administrators may record such lien in the Office of the Register of Deeds; whereupon, said lien shall be privileged over and prior to all liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the apartment and except prior duly recorded mortgage and lien instruments. Assessments delinquent more than 10 days after the due date shall bear interest at the highest legal contract rate from the due date until paid. The delinquency of one installment of an assessment shall cause all remaining installments to immediately become due, payable and delinquent.

13. Insurance. Fire and extended coverage insurance policies upon the condominium property including the structure but excluding the furnishings of individual apartments shall be purchased by and in the name of the Association for the benefit of the Association and the apartment co-owners as their interests may appear. Provision shall be made (if possible) for the issuance of certificates of insurance to holders of first mortgages upon individual apartments. The insurance shall cover all buildings and improvements upon the land and all personal property included in the common elements in an amount equal to the full insurable value thereof (excluding foundation, walks, drives and excavation costs) as determined annually by the Association, but with co-insurance clauses being permitted. In addition, insurance shall be procured for workmen's compensation coverage (where applicable) and at least \$100,000/\$300,000 B.I. and \$50,000 P.D. public liability insurance covering the common elements and such other insurance as the Association may deem advisable from time to time. Insurance premiums shall be deemed common element expense. The Association is hereby irrevocably appointed agent for each apartment co-owner and his mortgagee

to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims without joinder by the co-owner or his mortgagees. All insurance proceeds shall be applied by the Association towards repairing the damage suffered; provided that reconstruction or repair shall not be compulsory where the damage exceeds two-thirds of the value of the buildings and improvements. In such case, and unless otherwise agreed upon in writing by co-owners representing three-fourths of the total basic value of the condominium within 120 days after such damage or destruction, the condominium regime shall be deemed waived, and the property shall be subject to a partition action and may be sold, and the proceeds, along with the insurance indemnity, if any, shall be credited to each apartment co-owner in accordance with his percentage interest specified in the Master Deed, and said sums shall be first applied towards satisfaction of any recorded first mortgage against each apartment, next towards satisfaction of junior recorded liens in order of their priority, and the remainder paid to each apartment owner. In case the insurance proceeds do not equal the cost of repairs, the excess cost shall be considered a common element expense to be assessed and collected by the Association from the co-owners; provided, however, that in such case of under-insurance, the co-owners may, by unanimous resolution adopted after the date of loss, elect not to repair the damage. In cases of over-insurance, any excess proceeds of insurance received shall be credited to the common element working fund. Each apartment co-owner may obtain additional insurance at his expense.

14. The Board of Administrators shall have the right of access to each apartment at all reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts, cables, utility lines and any common elements accessible from within any apartment, and to insure compliance by co-owner with all of his duties under the condominium regime.

15. These Bylaws and the system of administration set out herein may be amended by co-owners representing at least two-thirds of the total basic value of the condominium regime as set forth in the Master Deed, but each such amendment shall embody all of the required provisions set forth in 76-815, R.R.S. Nebraska. Such amendment shall be executed and acknowledged by the President and attested by the Secretary of the Association and shall be operative upon the recording of such amendment in the Office of the Register of Deeds of Douglas County, Nebraska in the same manner as the Master Deed and these original Bylaws.

EXECUTED this 31st day of August, 1983.

DEAUVILLE ASSOCIATION #3, INC.

By Harold E. Grove
President

THE DEAUVILLE CO., a Nebraska
General Partnership

By Harold E. Grove
Managing Partner

EXHIBIT

LEGAL DESCRIPTION

A TRACT OF LAND IN LOT 1, OAK HILLS OF MILLARD, A PLATTED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF OAKS LANE ON A 1362.23 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 101.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF OAKS LANE ON SAID 1362.23 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 90.69 FEET TO A POINT OF REVERSE CURVE; THENCE CONTINUING SOUTHERLY ON A 2323.51 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 265.49 FEET; THENCE N89°48'11"W (ASSUMED BEARING) ALONG A LINE 450.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 37.00 FEET; THENCE N00°11'49"E A DISTANCE OF 23.00 FEET; THENCE N89°48'11"W A DISTANCE OF 155.5 FEET; THENCE S00°11'49"W A DISTANCE OF 23.00 FEET; THENCE N89°48'11"W ALONG A LINE 450.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 168.94 FEET; THENCE N00°11'49"E A DISTANCE OF 129.59 FEET; THENCE N89°48'11"W A DISTANCE OF 272.14 FEET; THENCE N00°11'49"E A DISTANCE OF 220.00 FEET; THENCE S89°48'11"E ALONG A LINE 100.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 562.84 FEET TO THE POINT OF BEGINNING. CONTAINING 3.91 ACRES.

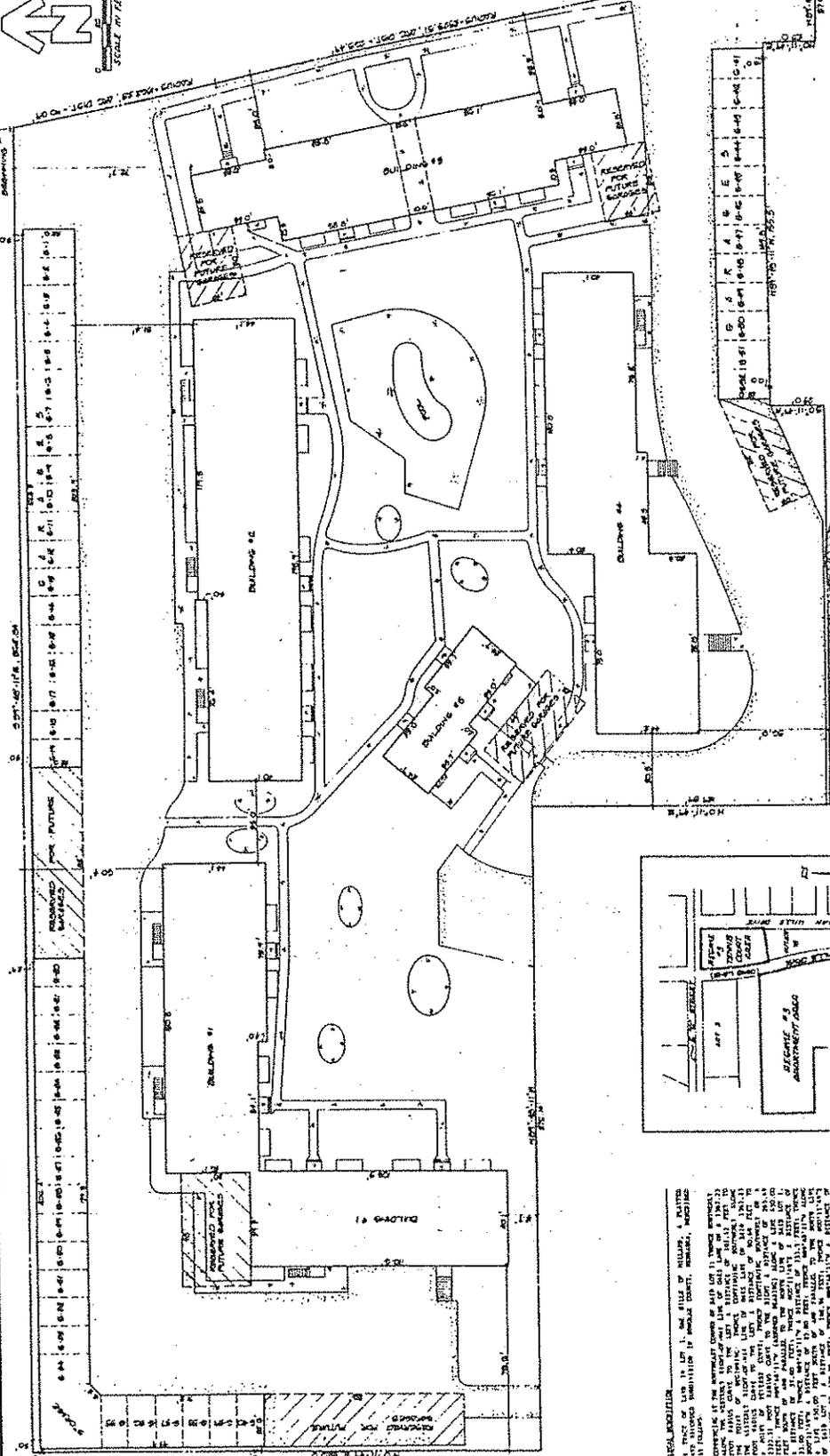
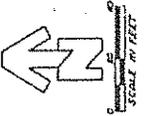
TOGETHER WITH THAT PART OF OUTLOT 75, OAK HILLS OF MILLARD, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID OUTLOT 75; THENCE S89°48'11"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID OUTLOT 75, 165.00 FEET; THENCE S00°11'49"W ON THE EAST LINE OF SAID OUTLOT 75, 262.00 FEET; THENCE S82°14'26"W, 135.91 FEET TO THE WEST LINE OF SAID OUTLOT 75; THENCE NORTHWESTERLY ON THE WEST LINE OF SAID OUTLOT 75 ON A 1312.23 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N05°58'43"W, CHORD DISTANCE 282.45 FEET, AN ARC DISTANCE OF 283.00 FEET TO THE POINT OF BEGINNING.

NOTE:

THE GENERAL COMMON ELEMENTS OF THE ABOVE DESCRIBED PROPERTY ARE MORE PARTICULARLY DESCRIBED IN THE MASTER DEED AND THESE PLANS.

DEAVILLE CONDOMINIUM PROPERTY REGIME NO. 3

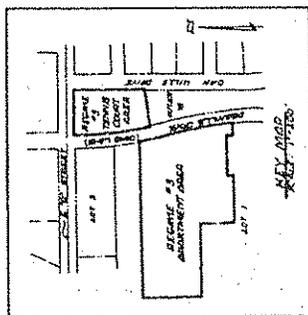
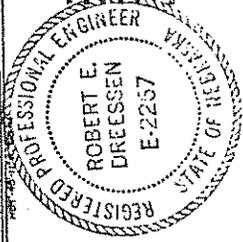
THOMPSON, DRESSSEN & DOERNER
 Consulting Engineers & Land Surveyors



LEGEND
 CONCRETE
 ASPHALT
 PROPERTY LINE

THE DRAWINGS AND SPECIFICATIONS HEREBY REFERRED TO ARE THE PROPERTY OF THOMPSON, DRESSSEN & DOERNER, INC. AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THOMPSON, DRESSSEN & DOERNER, INC.

3/81
 AUG 1981
 Robert E. Dresssen

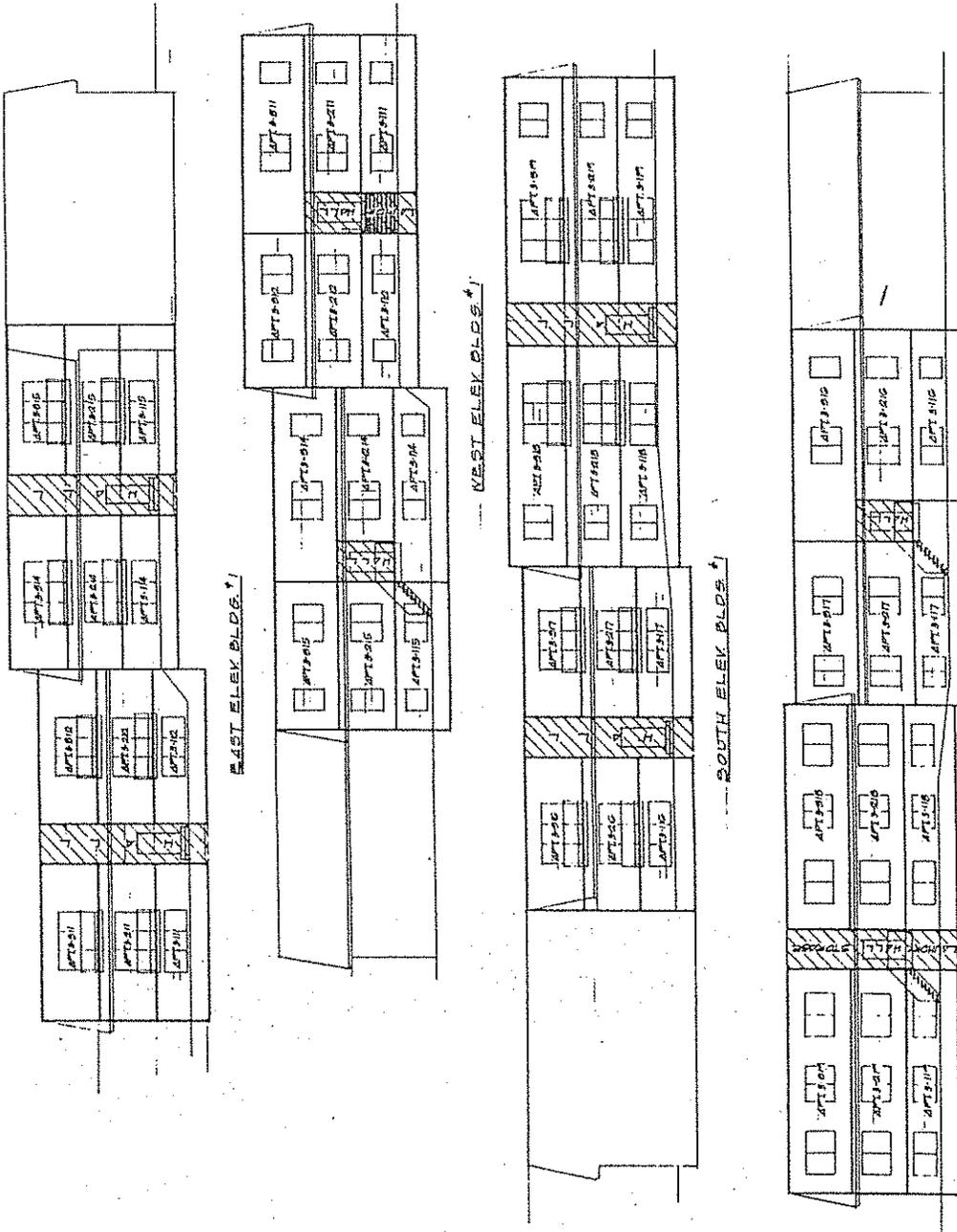


LEGAL NOTATION
 A PART OF LOT 11, AND PARTS OF LOTS 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, AND PARTS OF LOTS 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, AND PARTS OF LOTS 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 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1798, 1799, 1800, AND PARTS OF LOTS 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, AND PARTS OF LOTS 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 19



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GENERAL CONSTRUCTION ELEMENTS



EAST ELEV. BLDG. 1

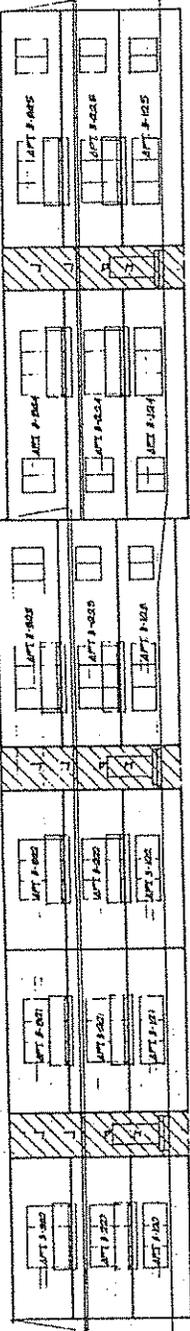
WEST ELEV. BLDG. 1

SOUTH ELEV. BLDG. 1

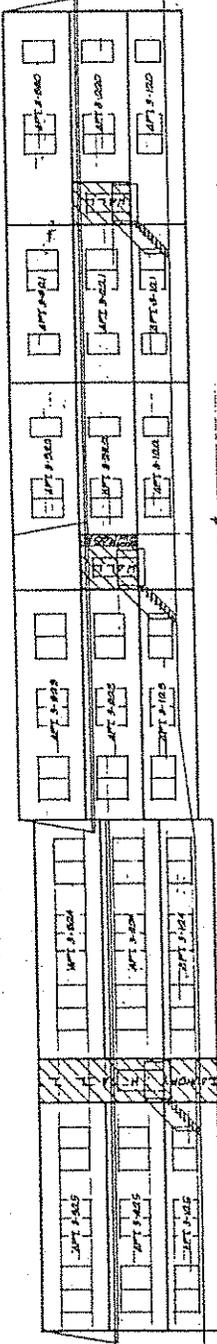
NORTH ELEV. BLDG. 1

BEAVILLE CONDOMINIUM PROPERTY
RESERVE #03

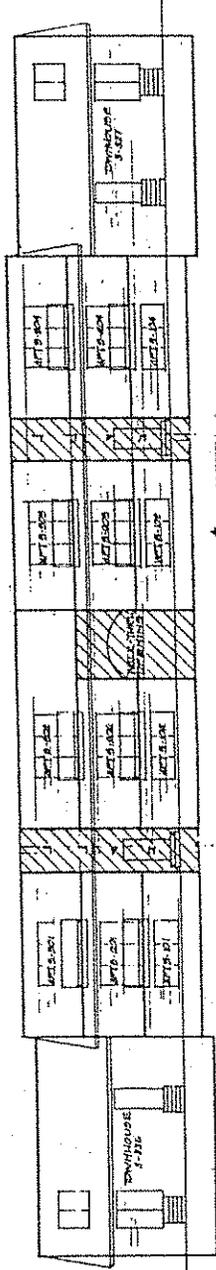
THOMPSON, DRESSIN & DONNER
Residential Builders & Land Developers



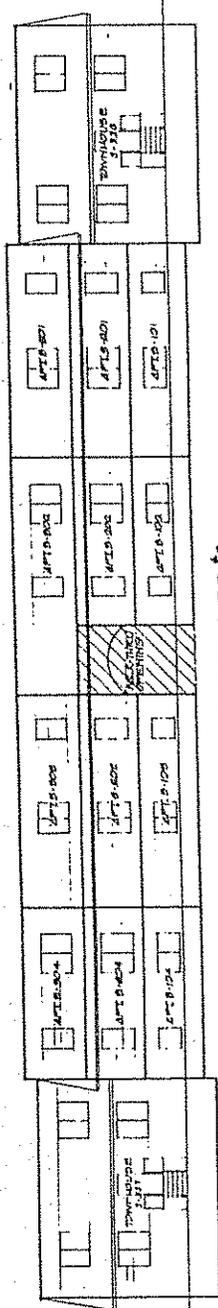
SOUTH ELEV. BLDG. 1/2



NORTH ELEV. BLDG. 1/2



WEST ELEV. BLDG. 1/2



EAST ELEV. BLDG. 1/2

GENERAL COMMON ELEMENTS

Table with 2 columns: Description, Amount. Includes items like 'RESERVE #03' and 'RESERVE #04'.

BEAVILLE CONDOMINIUM PROPERTY
RESERVE #03

BEAVILLE CONDOMINIUM PROPERTY
RESERVE #04

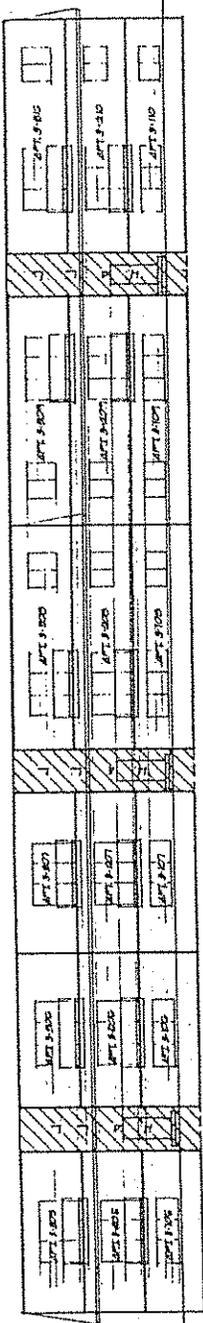
THOMPSON, DRESSIN & DONNER
Residential Builders & Land Developers



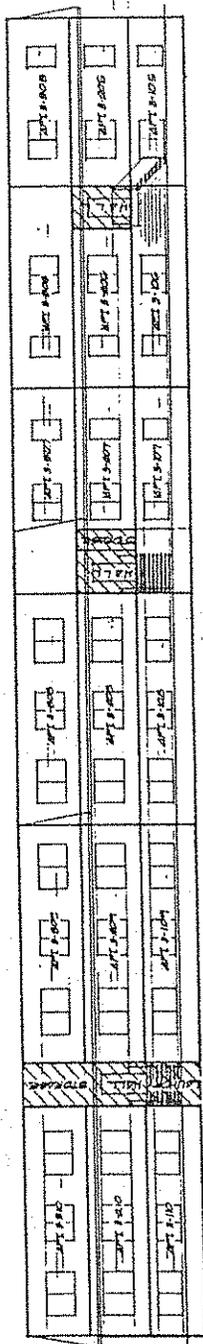
THOMPSON, DRESSIN & DONNER

THOMPSON, DRESSIN & DONNER

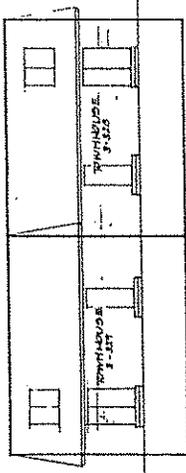
BOOK 1712 PAGE 669



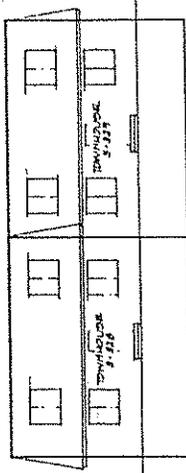
NORTH ELEV. BLDG. #1



SOUTH ELEV. BLDG. #1



SOUTHWEST ELEV. BLDG. #1

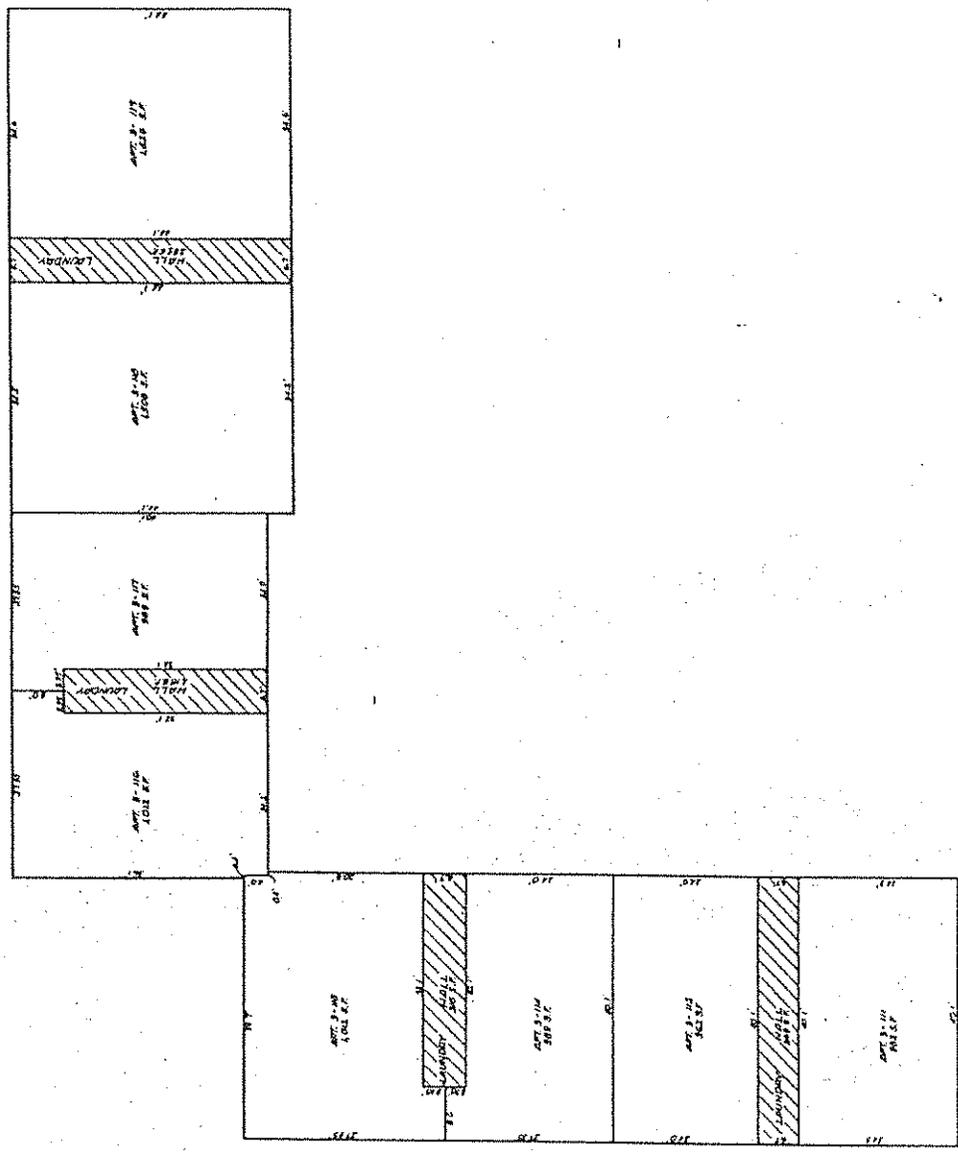


NORTHEAST ELEV. BLDG. #1

GENERAL COMMON ELEMENTS



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CONCRETE COMMON ELEMENTS



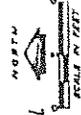
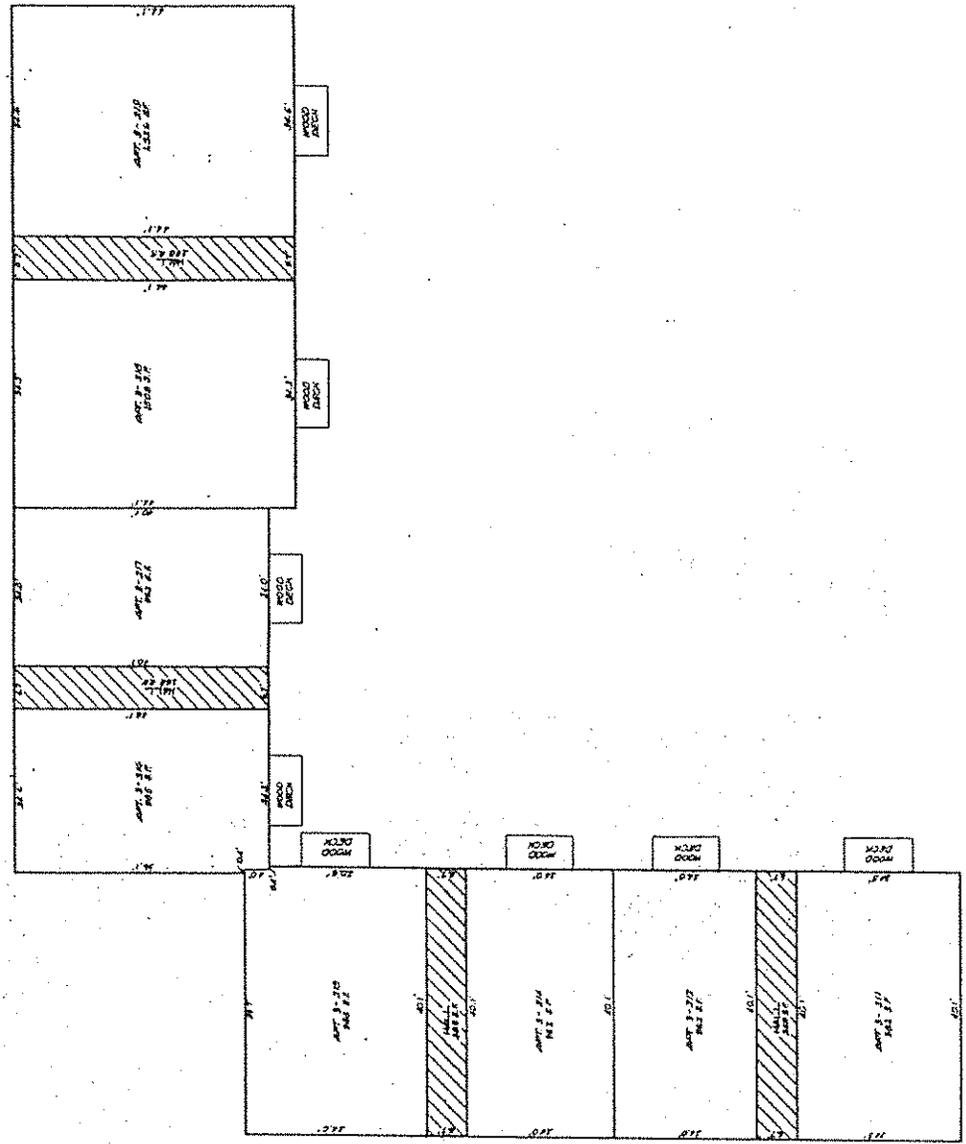
LONE'S LEVEL - PLAN - BUILDING

NOT TO SCALE
 THIS PLAN IS A SUMMARY OF THE RECORD PLANS AND SHOULD BE USED IN CONJUNCTION WITH THE RECORD PLANS FOR THE BUILDING.



BOOK 1712 PAGE 671

GENERAL COMMON ELEMENTS:



MIDDLE LEVEL PLAN - BUILDING 2

NOTES:
 1. Dimensions shown in brackets indicate the distance between the centerlines of the units.
 2. The dimensions are measured to the centerline of the units.
 3. The dimensions are measured to the centerline of the units.
 4. The dimensions are measured to the centerline of the units.
 5. The dimensions are measured to the centerline of the units.

NO. 1	DATE	BY
NO. 2	DATE	BY
NO. 3	DATE	BY
NO. 4	DATE	BY
NO. 5	DATE	BY

DEAUVILLE CONDOMINIUM PROPERTY
RESERVE NO. 3

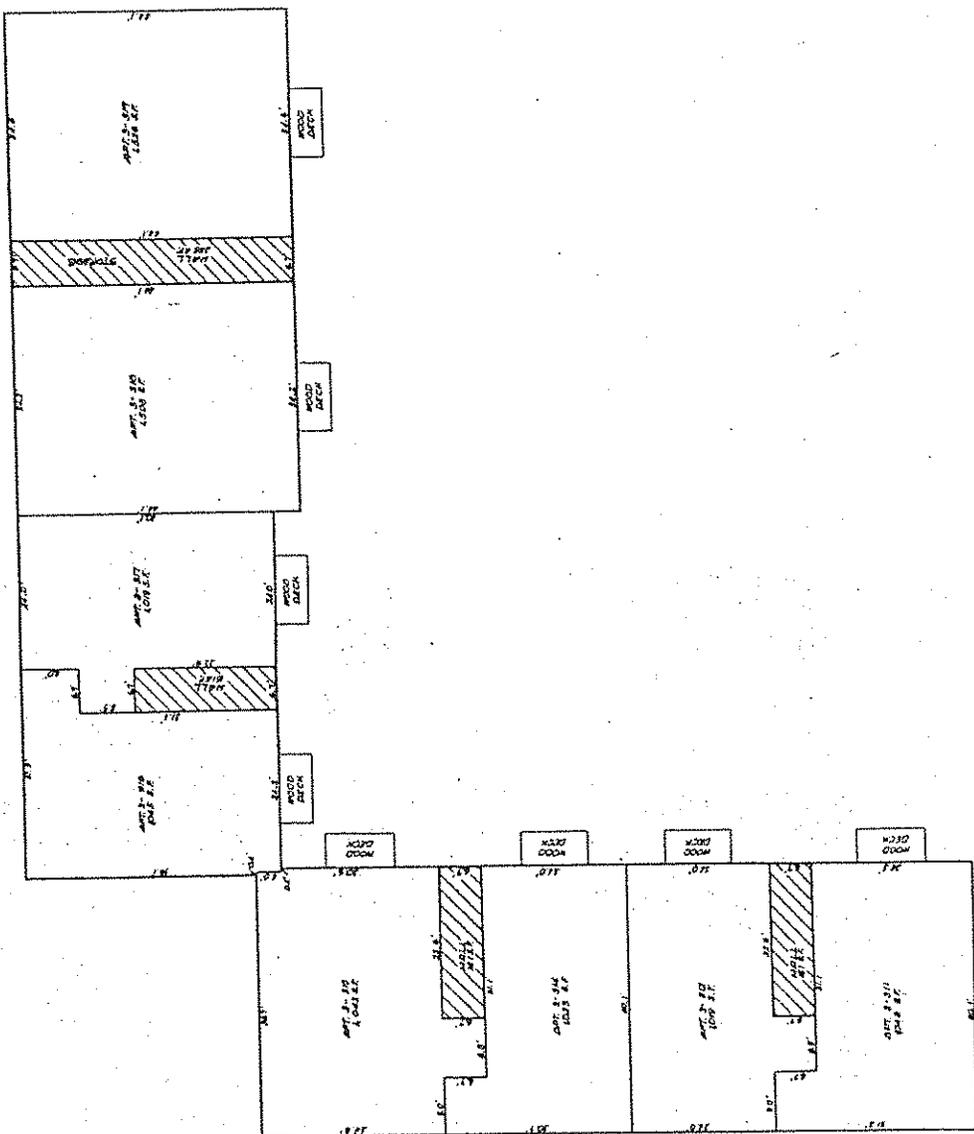
UPPER LEVEL PLAN
DRAWING 3

THOMPSON DREISSER & DORNER
Consulting Engineers & Land Surveyors



BOOK 1712 PAGE 672

GENERAL COMMON ELEMENTS:



PROJECT	DEAVILLE CONDOMINIUM PROPERTY
DATE	5-2-82
SCALE	1/4" = 1'-0"
BY	T.M.
CHECKED	
APPROVED	

HILL GROVE INC.

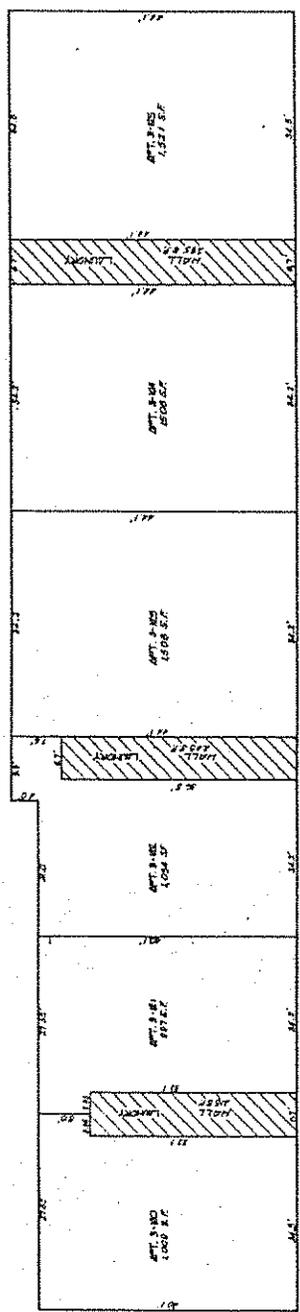
LOWES LEVEL PLAN

THOMPSON, DRESSER & DORNER
Consulting Engineers & Land Surveyors



BOOK 1712 PAGE 673

GENERAL COMMON ELEMENTS



LOWES LEVEL PLAN - BUILDING #2

NOT TO SCALE
APARTMENT SIZES ARE APPROXIMATE
ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED
THIS PLAN IS THE PROPERTY OF THOMPSON, DRESSER & DORNER
ENGINEERS & LAND SURVEYORS AND IS NOT TO BE REPRODUCED OR
COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE
ENGINEERS & LAND SURVEYORS.

DATE	10.12.05
SCALE	1/4" = 1'-0"
PROJECT	BEAUVILLE CONDOMINIUM PROJECT
CLIENT	HILL GROVE INC.

UPPER LEVEL PLAN
 BEAUVILLE CONDOMINIUM PROJECT
 RESUME NO. 3

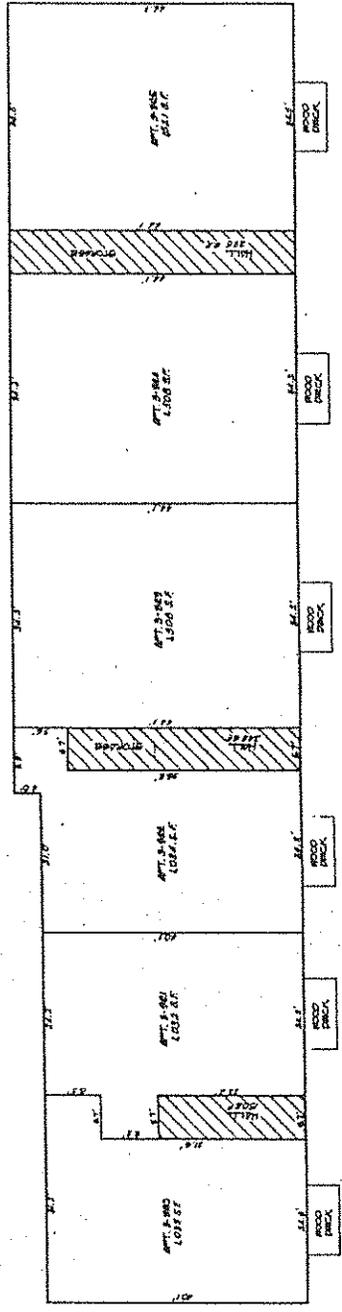
THOMPSON, DREISSIN & DORNER
 Consulting Engineers & Land Surveyors



PAGE 007

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GENERAL COMMON ELEMENTS: [Hatched Box Symbol]



UPPER LEVEL PLAN - BUILDING # 2

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DATE	11-1-83
BY	J.M.
PROJECT	BEAUVILLE CONDOMINIUM PROJECT
CLIENT	W.L. GROVE INC.

BEAUVILLE CONDOMINIUM PROJECT
 REGIME NO. 2
 LORNA LEBLANC
 BUILDING # 2

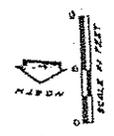
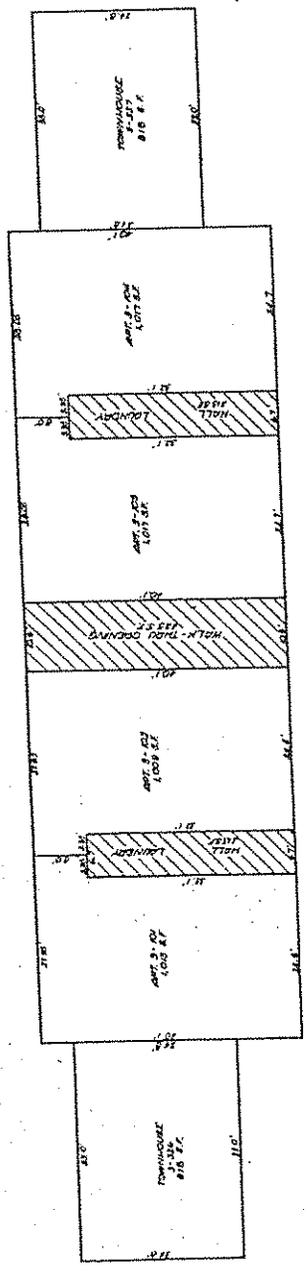
THOMPSON, DESSAIN & BOGNER
 Consulting Engineers & Land Surveyors



DATE	11-1-83
BY	J.M.
PROJECT	BEAUVILLE CONDOMINIUM PROJECT
CLIENT	W.L. GROVE INC.

BOOK 1712 PAGE 676

GENERAL COMMON ELEMENTS: []



LOWER LEVEL PLAN-BUILDING #2

1. This plan is subject to the provisions of the Condominium Act, R.S.Q. 66.01. The dimensions shown are for the units only.

OWNER	DEAVILLE CONDOMINIUM PROJECT
DATE	11-1-83
PROJECT	RESUME NO. 2
SCALE	AS SHOWN

DEAVILLE CONDOMINIUM PROJECT
RESUME NO. 2

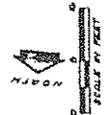
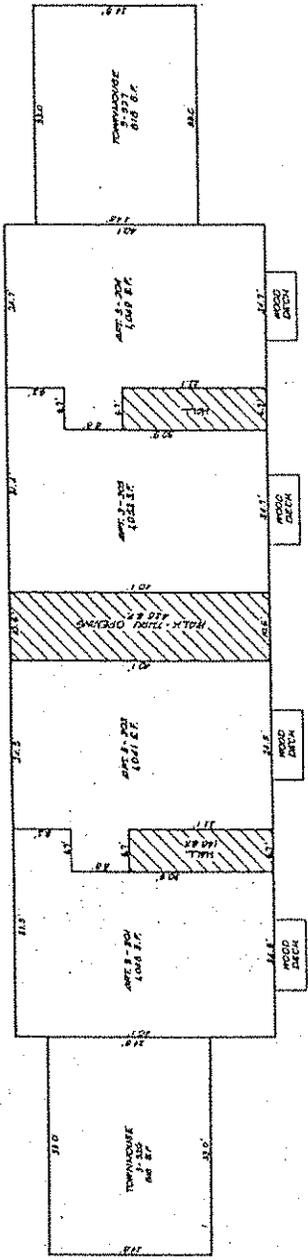
THOMPSON, DRESEN & CORNER
Consulting Engineers & Land Surveyors



PAGE 1 OF 2
SHEET 1 OF 12

BOOK 1712 PAGE 677

GENERAL COMMON ELEMENTS: [Symbol]



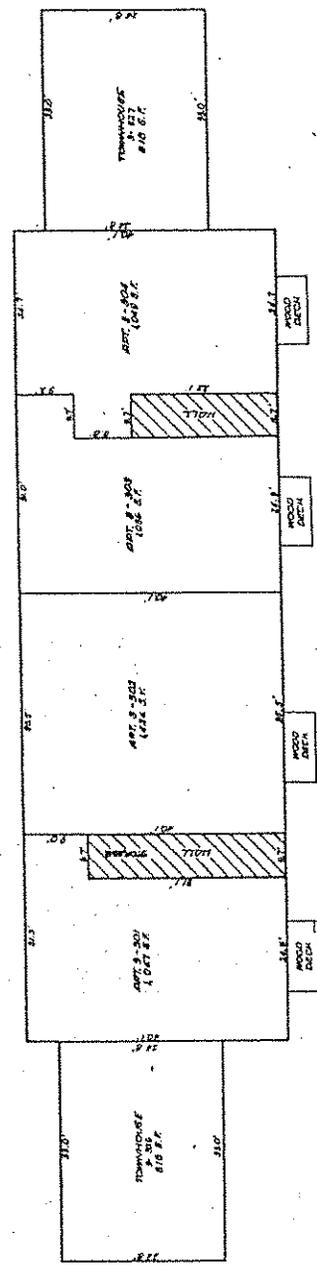
MIDDLE LEVEL PLAN-BUILDING # 2

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GENERAL COMMON ELEMENTS:



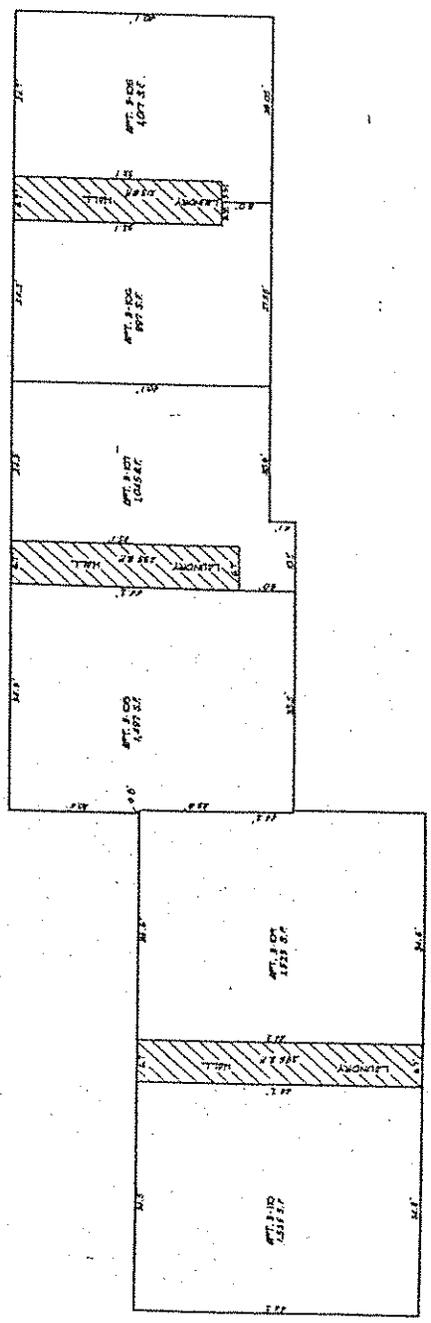
UPPER LEVEL PLAN-BUILDING #3

1. The dimensions shown in this plan shall be taken from the center of the walls unless otherwise indicated. The dimensions shown in this plan shall be taken from the center of the walls unless otherwise indicated. The dimensions shown in this plan shall be taken from the center of the walls unless otherwise indicated.



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GENERAL COMMON ELEMENTS



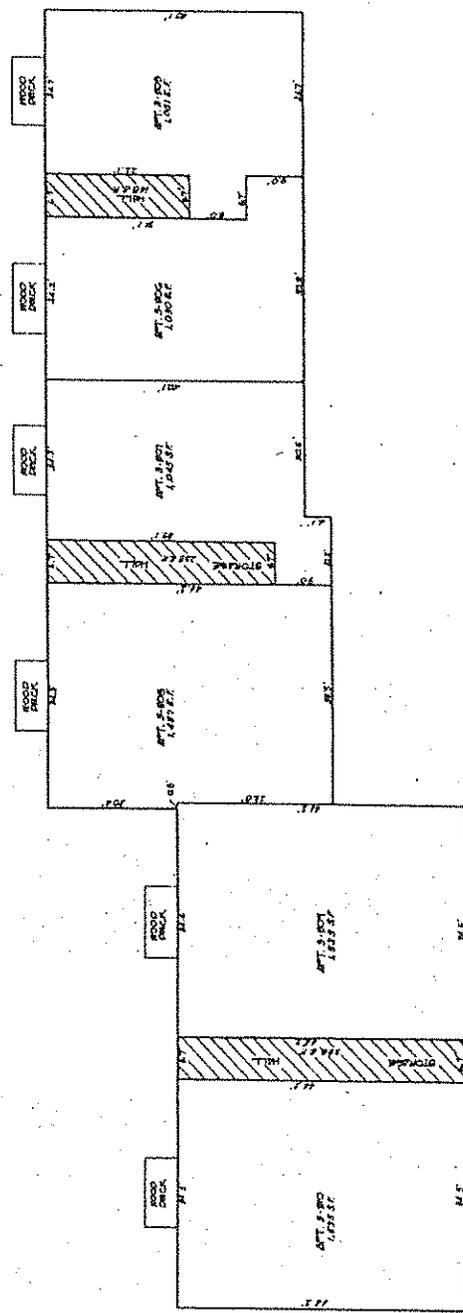
NORTH
 LOWER LEVEL PLAN - BUILDING #4
 0 5 10
 FEET
 SCALE 1/4" = 1'-0"

The dimensions shown on this plan are based on the survey of the property and are subject to the survey. The survey was conducted by the firm of Thompson, Dreissin & Pomer, Inc., a professional corporation, and is subject to the rules and regulations of the State of New York.



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GENERAL COMMON ELEMENTS: [Hatched Box]



UPPER LEVEL PLAN - BUILDING # 4
 NORTH
 SCALE: 1/8" = 1'-0"

1. The information shown is believed to be correct as of the date of preparation of this plan. The accuracy of the information is not guaranteed by the engineer or surveyor.

DEAVILLE CONDOMINIUM PROPERTY
REGIME NO. 3
DATE: 0-1-85
DRAWN BY: T.J.H.
CHECKED BY: H.L. GROVE INC.

LONGT LEVEL PLAN
MAY 1984

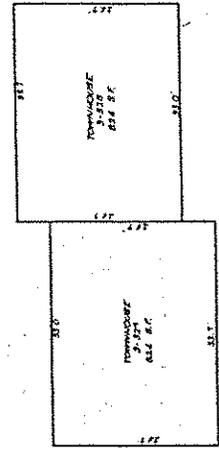
THOMPSON, BRASSER & DORNER
Consulting Engineers & Land Surveyors



PLS. IN. 10-10

BOOK 1712 PAGE 682

GENERAL COMMON ELEMENTS:



LOWER LEVEL PLAN - BUILDING # 5
SCALE: 1/4" = 1'-0"
SCALE IN FEET

1. The information shown on this plan is based on the information furnished to the Surveyor by the owner of the property. The Surveyor has not conducted a physical inspection of the property and is not responsible for the accuracy of the information shown on this plan.

DATE	11/11/11
BY	J.M.
PROJECT	DEAUVILLE CONDOMINIUM PROPERTY
REGIME NO. 2	
MIDDLE LEVEL PLAN	
LAKE GROVE INC.	

DEAUVILLE CONDOMINIUM PROPERTY
 REGIME NO. 2
 MIDDLE LEVEL PLAN
 LAKE GROVE INC.

THOMPSON, DEISSER & DONNER
 Consulting Engineers & Land Surveyors

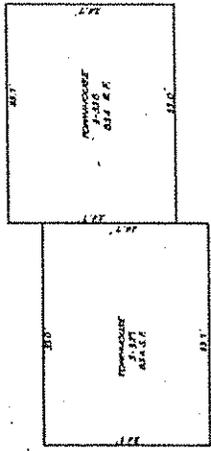


5-11-11

11/11/11

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GENERAL COMMON ELEMENTS:



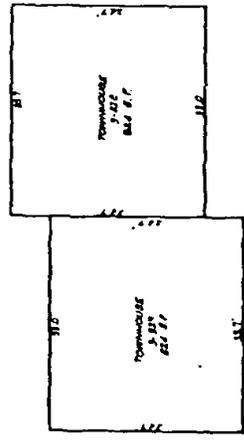
MIDDLE LEVEL PLAN - BUILDING # 5
 SCALE: 1/8" = 1'-0"

NOT TO SCALE
 No warranty is made by the engineer with respect to the accuracy of the information furnished herein, and the engineer assumes no liability for any errors or omissions in the drawings or specifications, or for any consequences arising therefrom, in whole or in part, or for any damages, actual or consequential, in any way connected with the use of the drawings or specifications, or for any consequences arising therefrom, in whole or in part, or for any damages, actual or consequential, in any way connected with the use of the drawings or specifications.

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POOR INSTRUMENT FILED

GENERAL COMMON ELEMENTS



UPPER LEVEL PLAN - BUILDING # 5
 SCALE 1/8" = 1'-0"

88 -

This instrument shall be subject to the provisions of the Act of the 11th of the 11th. The instrument shall be subject to the provisions of the Act of the 11th of the 11th.

92 April

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BOOK 1712
 PAGE 654
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REGISTRATION DEPARTMENT