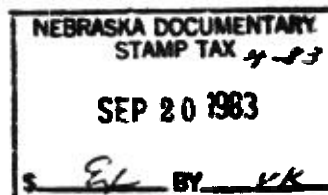


FLORENTINE CONDOMINIUM REGIME

MASTER DEED AND DECLARATION

(CORRECTIVE)



Dated as of Sept. 16, 1983

FLORENTINE CONDOMINIUM REGIME
MASTER DEED AND DECLARATION
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This Table of Contents is not a part of the Master Deed and Declaration and is only for convenience of reference.

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MASTER DEED AND DECLARATION

This Master Deed and Declaration dated as of Aug 16, 1983 by Florentine Limited Partnership, having its principal place of business at 3420 West Dodge Road, Omaha, Nebraska 68114 (the "Sponsor"), for itself, its successors, grantees and assigns, hereby declares:

W I T N E S S E T H :

1. Submission of Property. The purpose of this Master Deed and Declaration is to submit the real estate herein described and the improvements thereon to the condominium form of ownership and use in the manner provided by the Nebraska Revised Statutes Sections 76-801 through 76-823 (the "Act"). The land owned by the Sponsor which is hereby submitted to the condominium regime is legally described as follows:

Lots 25 and 26, Block 2, W.A. Redicks 2nd Addition, as platted and recorded in Douglas County, Nebraska (the "Real Estate").

2. Name of Condominium. This condominium regime (the "Regime") shall be known as FLORENTINE CONDOMINIUM REGIME.

3. Definitions. The definitions set forth in Nebraska Revised Statutes Section 76-802 shall govern this Master Deed and Declaration, the Bylaws and the Rules and Regulations, except "Apartment" as defined therein is hereinafter referred to as "Unit" and Florentine Condominium Association is hereinafter referred to as the "Corporation."

4. Description of Regime. The Real Estate has an area of approximately 12,100 square feet. The Regime will consist of one building. The building will contain a total of 13 Units which may only be used for residential purposes. The Regime will also include parking areas, gardens and landscaping. The buildings, improvements and Units, together with their location on the Real Estate and the area, designation and location of each Unit are more particularly described in the building plans which are attached hereto as Exhibit A and recorded with this Master Deed and Declaration. The total ground floor area of the buildings is approximately square feet.

5. Ownership of Units. Each Unit shall be conveyed and treated as an individual property capable of independent use and fee ownership, and the owner or owners of each Unit

shall own, as an appurtenance to the ownership of each Unit, an undivided interest in the common elements and have exclusive easement to use limited common elements, if any, and the undivided interest appurtenant being that which is herein-after specifically assigned thereto. The percentage of undivided interest in the common elements assigned to each Unit shall not be changed without the unanimous consent of the owners of all of Units.

6. Dimensions of Units. Each Unit consists of the area measured horizontally from the Unit side of the exterior structural wall of the building to the Unit side of the structural wall and/or partitions. Vertically each Unit consists of the space between the surface of the concrete floor of the lower level and the plane of the lowest structure of the roof of that Unit; and in the case of garages, from the surface of the concrete floor to the plane of the lowest structure of the roof.

7. General Common Elements. General common elements shall consist of the entire property, including all parts of the buildings other than the Units, and including, without limitation, the following:

- (a) the Real Estate;
- (b) all roofs, foundations, columns, beams and supports;
- (c) all exterior walls and surfaces of the buildings, all walls and partitions separating Units from other common elements; all walls and partitions separating Units;
- (d) all landscaping, yards, gardens roads and walkways, exterior lighting, sidewalks driveways and parking areas; and
- (e) all other parts of the Real Estate and all apparatuses and installations existing in the buildings or on the Real Estate for common use or necessary or convenient to the existence, maintenance or safety of the Real Estate.

Air conditioning compressors are not common elements but are part of each Unit and shall be maintained and replaced as needed by each owner. Each Unit owner shall be responsible for the repair, maintenance and replacement of the interior of his Unit and the exterior portions thereof which have been

excluded from the above definition of general common elements, including, but not limited to, all exterior windows, screens, glass, storm doors, entry doors and garage doors, it being understood that the only common area maintenance of exterior windows and doors shall be the painting or finishing for the exterior surface thereof. If any Unit owner fails to repair, maintain or replace the exterior of his Unit as required in this Master Deed and Declaration, the Bylaws and the Rules and Regulations, the Corporation may perform such work, invoice the owner therefor and secure and enforce a lien therefor against the owner and his Unit in like manner as a delinquent assessment for general common element expense.

8. Determination of Percentages in Common Elements. The percentages of interest of the respective Units in the common elements and the expenses relating thereto have been determined upon the basis of the proportion which the value of each Unit bears to the value of the property of the Regime (the total basic value of the Regime is \$311,900), and such values and percentages are set forth in attached Exhibit B.

9. Encroachments. In the event Section 76-310(2) of the Act is not applicable, then if any portion of the common elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit, or upon any portion of the common elements, as a result of the construction of the building, or if any such encroachment shall occur hereafter as a result of settling or shifting of the building, a valid easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. In the event the building, the Unit, any adjoining Unit, or any adjoining common element shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any Unit or of any Unit upon any other Unit or upon any portion of the common elements due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

10. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Facilities Located Inside of Units. Each Unit owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other

common facilities serving such other Units and located in such Unit.

11. Power of Attorney to Board of Directors. Each Unit owner shall grant to the persons who shall from time to time constitute the Board of Directors of the Corporation an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any Unit whose owner desires to surrender the same, or to sell or lease the same to the Board of Directors of the Corporation, or which may be the subject of foreclosure or other judicial sale, in the name of the Board of Directors of the Corporation or its designee, corporate or otherwise, on behalf of all Unit owners, and to convey, sell, lease, mortgage, vote the votes appurtenant thereto or otherwise deal with any such Unit so acquired or to sublease any Unit so leased to the Board of Directors of the Corporation.

12. Person to Receive Service. Steven W. Seline, 1650 Farnam Street, Omaha, Nebraska, is hereby designated to receive notice of process in any action which may be brought against this Regime.

13. Units Subject to Master Deed and Declaration, Bylaws and Rules and Regulations. The covenants, conditions and restrictions relating to the Regime are contained in this Master Deed and Declaration, the Bylaws attached as Exhibit C and the Rules and Regulations attached as Exhibit D. All present and future owners, tenants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed and Declaration, the Bylaws and the Rules and Regulations, as the same may be amended from time to time. The acceptance of a deed or conveyance or the entering into a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Master Deed and Declaration, the Bylaws and the Rules and Regulations, as the same 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 Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof. No person, irrespective of the nature of his interest, shall bring any action or proceeding for partition or division of the property or any part thereof except as may be specifically permitted by the provisions of the Act, this Master Deed and Declaration, the Bylaws or the Rules and Regulations.

14. Amendment of Master Deed and Declaration. This Master Deed and Declaration may be amended only by the consent of more than 50% of Unit owners, cast in person or by proxy; provided, however, that any such amendment shall have been approved in writing by all mortgagees. No amendment shall be effective until recorded in the Office of the Register of Deeds, Douglas County, Nebraska.

15. Reconstruction or Repair of Casualty Damage. In the event that 2/3 or more of the total number of Units are substantially damaged or destroyed, an election to reconstruct or repair such damage or destruction may be made within 120 days of the date of such damage or destruction by the vote of at least 75% in number and in common interest of all Unit owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws. If less than 2/3 of the total number of Units are damaged or destroyed, it shall be mandatory that such reconstruction and repair occur. All reconstruction and repairs must be made according to substantially the same plans, specifications, design and total area, pursuant to which each building and Unit was initially constructed.

16. Bylaws, Rules and Regulations. The Bylaws and Rules and Regulations govern the administration of the Regime and the Real Estate. No modification of or amendment to the Bylaws shall be valid unless adopted in accordance with the provisions thereof and such modification or amendment is duly recorded.

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

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

19. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed and Declaration nor the intent of any provision hereof.

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

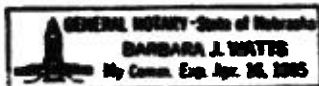
IN WITNESS WHEREOF, the Sponsor has caused this Master Deed and Declaration to be executed by its partners the day first above written.

FLORENTINE LIMITED PARTNERSHIP,
Sponsor

By *P. J. Morgan*
By _____

STATE OF NEBRASKA |
COUNTY OF DOUGLAS |

This instrument was acknowledged before me on September 16,
1983 by P. J. Morgan, Partner of Florentine
Limited Partnership



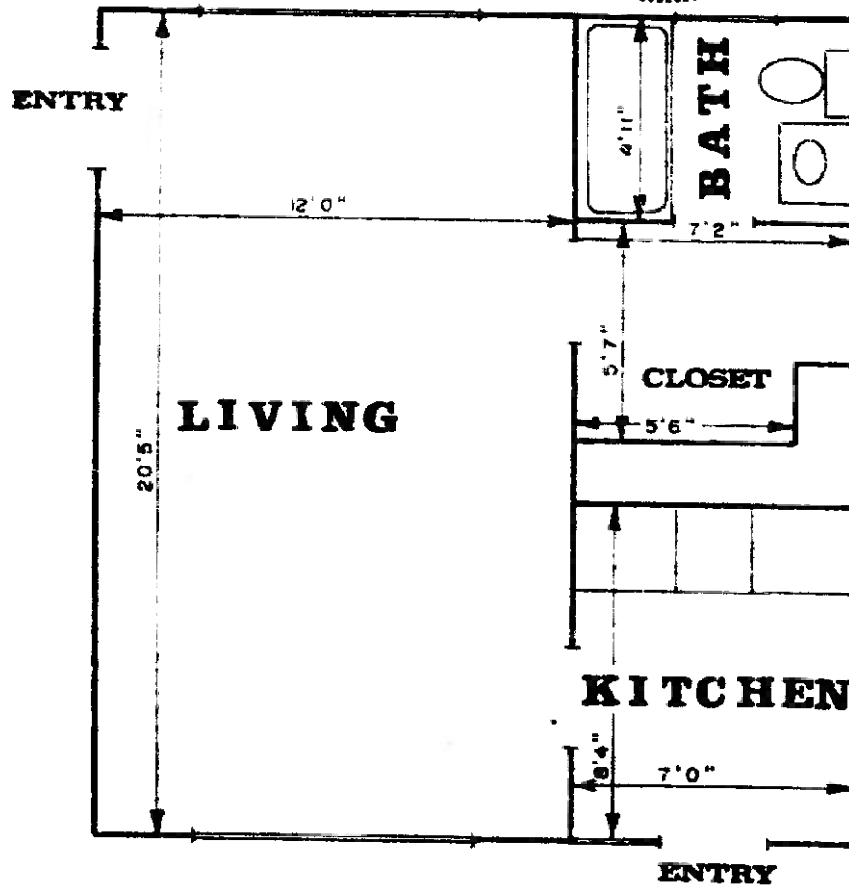
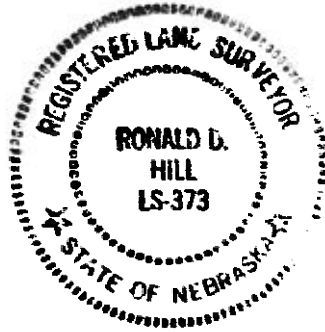
Barbara J. Watts
Notary Public

My Commission expires: 4/16/85

EXHIBIT "A"

BOOK 1714 PAGE 74

THIS PLAN OR REPORT WAS
PREPARED BY THE SURVEYOR
UNDER THE SUPERVISION
OF THE REGISTERED LAND SURVEYOR UNDER THE
NAME OF THE SURVEYOR
RONALD D. HILL
NEB. REG. NO. 373

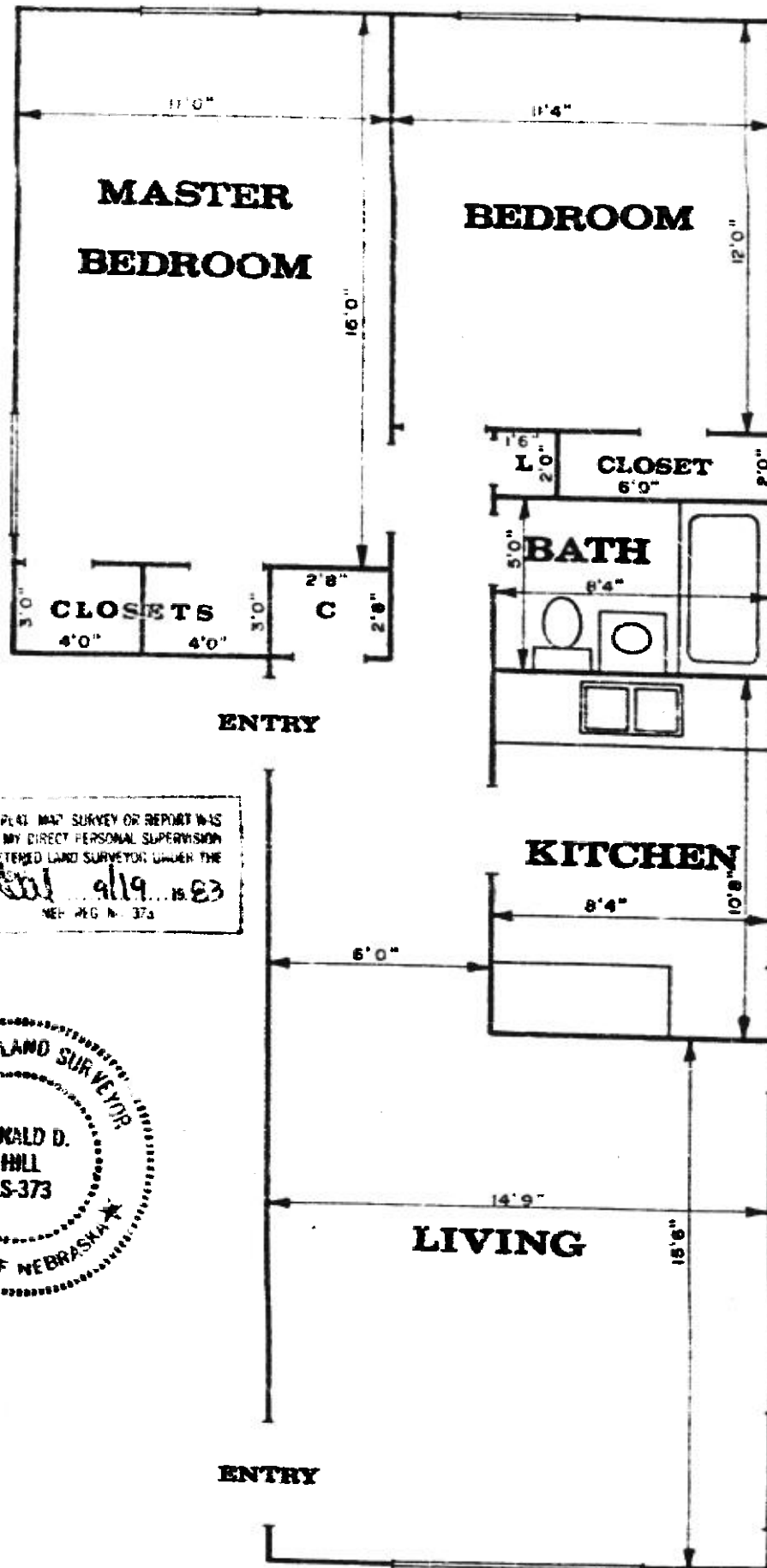


REVIEWED
DATE 10/1/63
BY
J. D. HILL

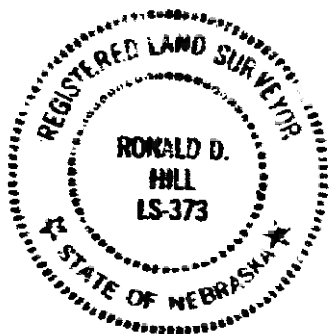
Design Engineering and Associates, Inc.

ENGINEERS LAND SURVEYORS PLANNERS
2200 LAY STREET BELLEVUE NEBRASKA 68005

BOOK 1714 PAGE 75



HEREBY CERTIFY THAT THIS PLAN, MAP, SURVEY OR REPORT WAS
 PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION
 AND THAT I AM A REGISTERED LAND SURVEYOR UNDER THE
 LAWS OF THE STATE OF NEBRASKA
Ronald D. Hill 4119... 19.83
 RONALD D. HILL, L.S. NEB REG. NO. 373

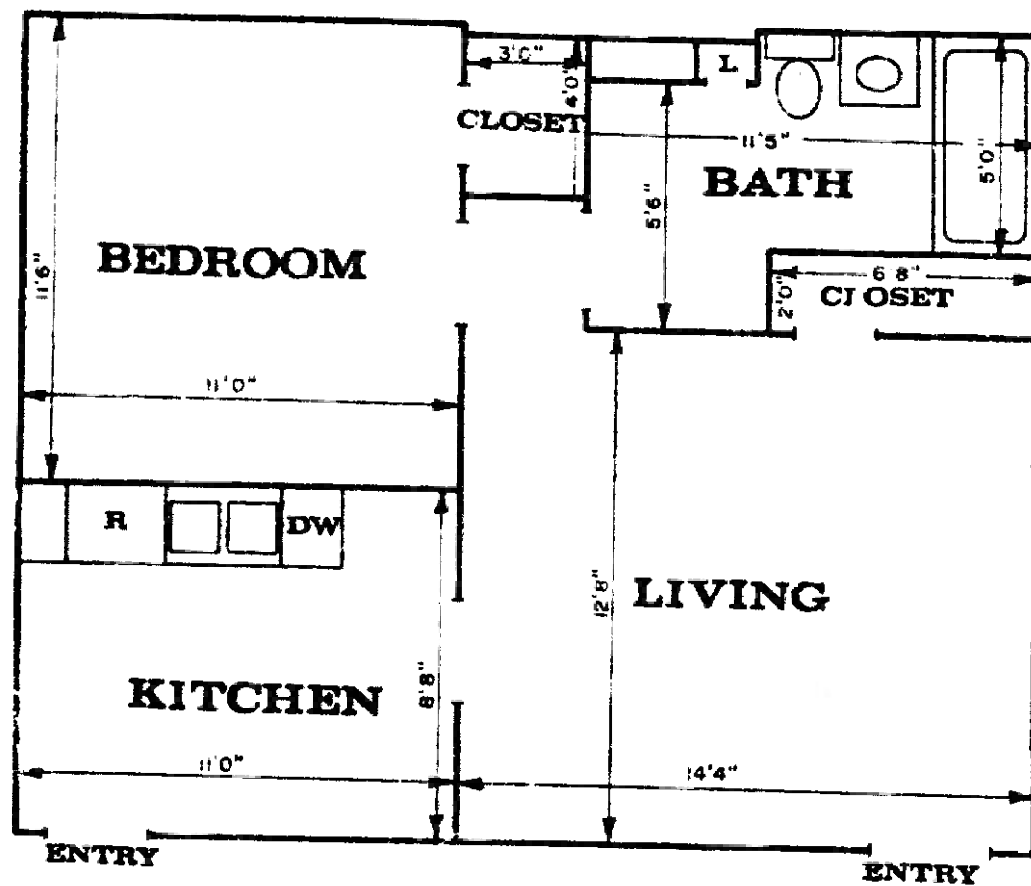
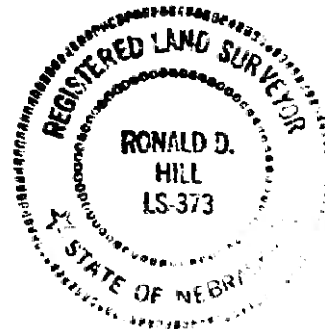


Design Engineering and Associates, Inc.

ENGINEERS LAND SURVEYORS PLANNERS
 2200 CLAY STREET BELLEVUE, NEBRASKA 68005

BOOK 1714 PAGE 76

ALL PLANS, SPECIFICATIONS AND PLATS MUST BE PREPARED BY A REGISTERED LAND SURVEYOR OR REPORT WAS
 PREPARED BY A REGISTERED LAND SURVEYOR UNDER THE
 SUPERVISION OF A REGISTERED LAND SURVEYOR UNDER THE
 SEAL OF THE STATE OF NEBRASKA
Ronald D. Hill 9/19/83
 REG. NO. 373



Design Engineering and Associates, Inc.

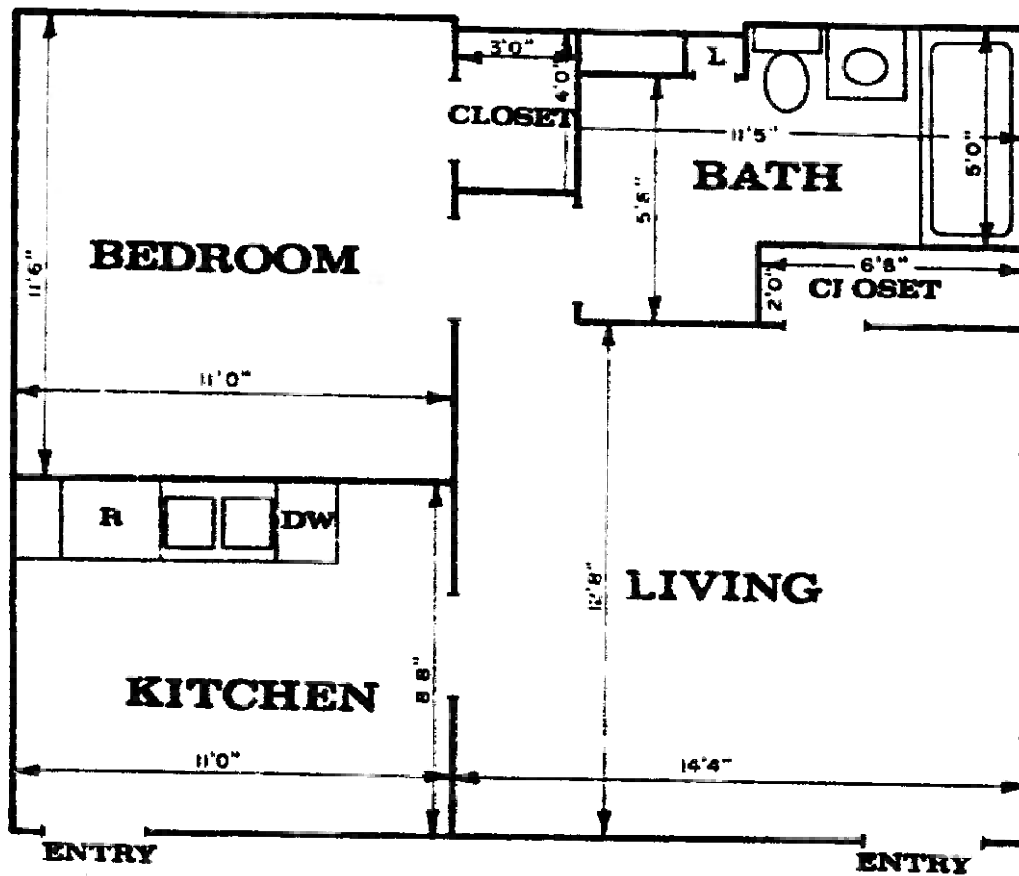
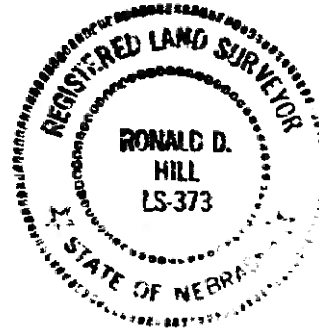
ENGINEERS LAND SURVEYORS PLANNERS
 2200 CLAY STREET BELLEVUE, NEBRASKA 68005

BOOK 1714 PAGE 77

BEFORE THE STATE OF NEBRASKA, I, RONALD D. HILL, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAN, MAP, SURVEY OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT GENERAL SUPERVISION AND THAT I AM A REGISTERED LAND SURVEYOR UNDER THE NEBRASKA SURVEYING ACT.

Ronald D. Hill 4/19/83

NEBRASKA REG. NO. 373

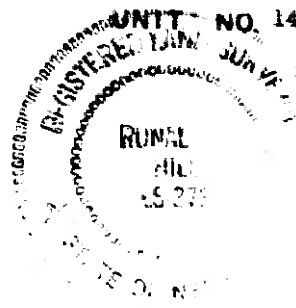


s, Inc.

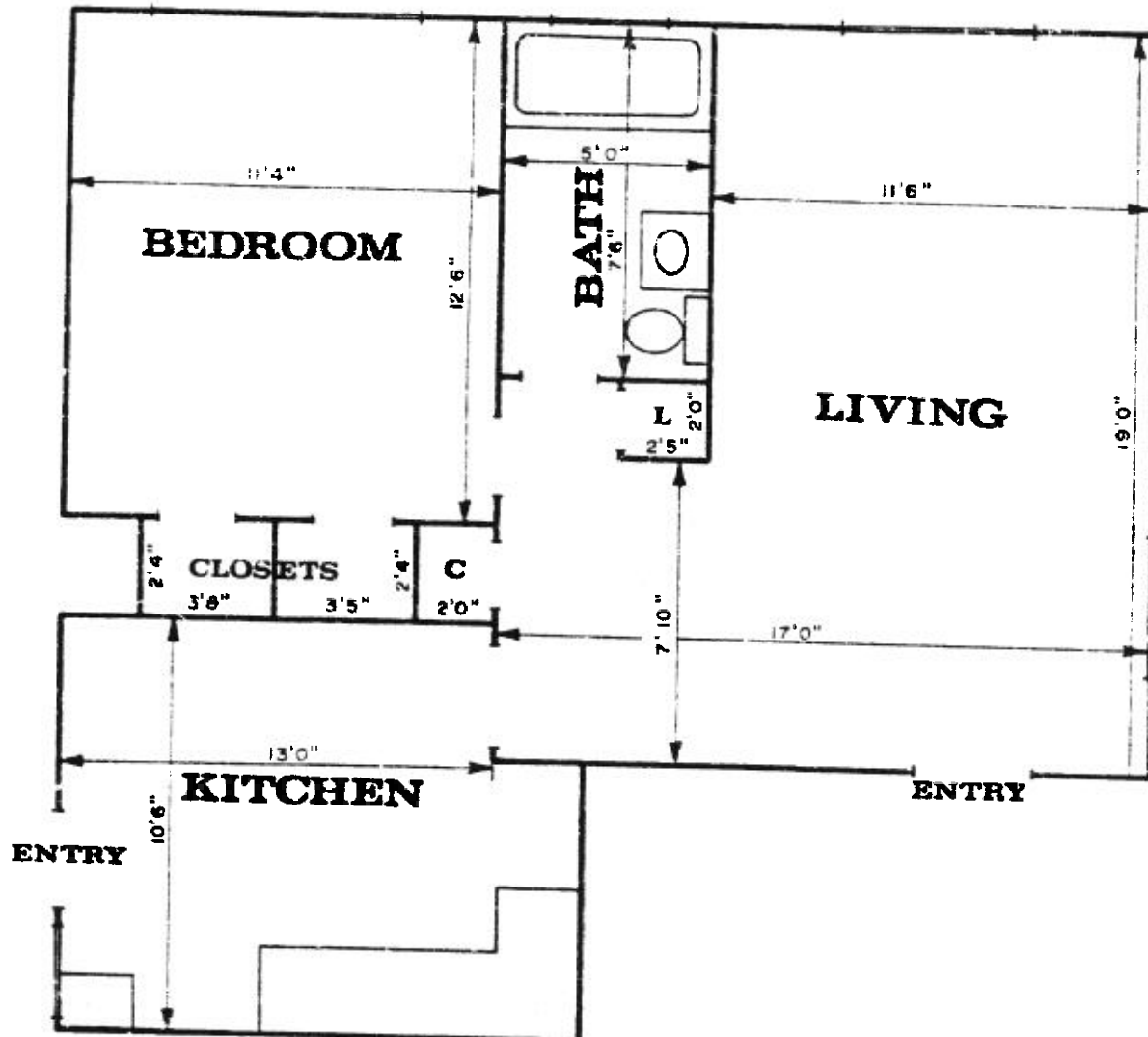
NEBR.
68005

Design Engineering and Associates, Inc.

ENGINEERS LAND SURVEYORS PLANNERS
2200 CLAY STREET BELLEVUE, NEBRASKA 68005



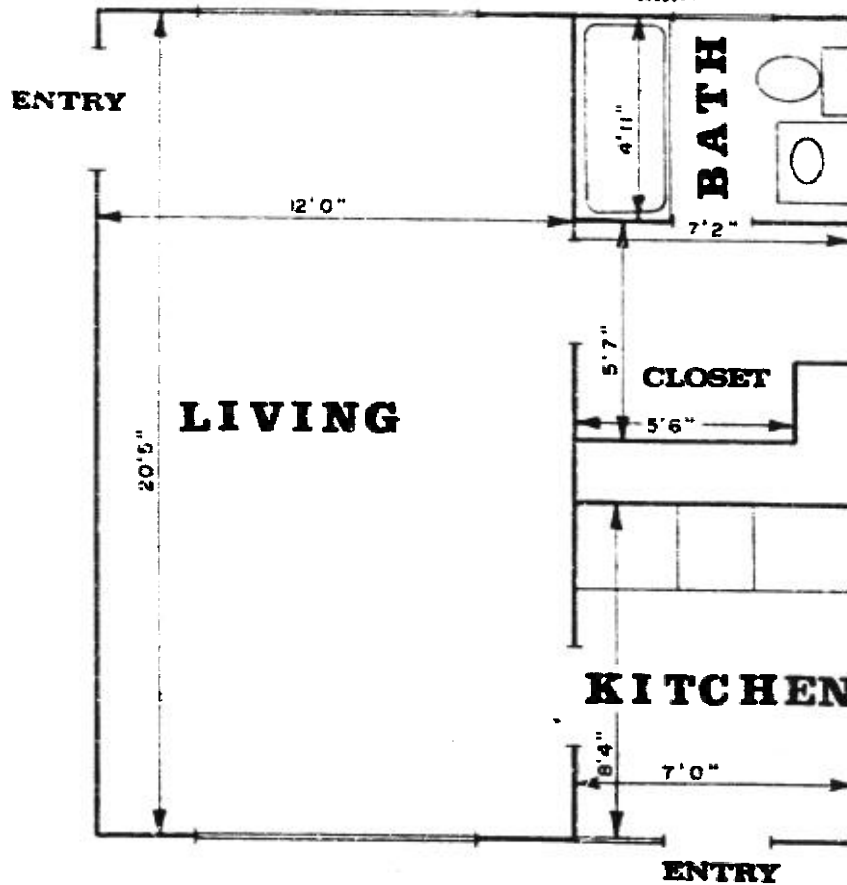
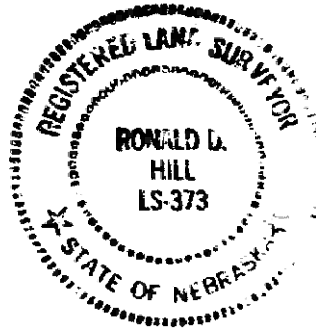
THIS REPORT WAS
PREPARED BY THE
SUBDIVISION
ENGINEER UNDER THE
SUPERVISION OF THE
REGISTERED LAND SURVEYOR
RUSSELL HILL
1953
STATE OF NEBRASKA



Design Engineering and Associates, Inc.

ENGINEERS LAND SURVEYORS PLANNERS
2200 CLAY STREET BELLEVUE, NEBRASKA 68005

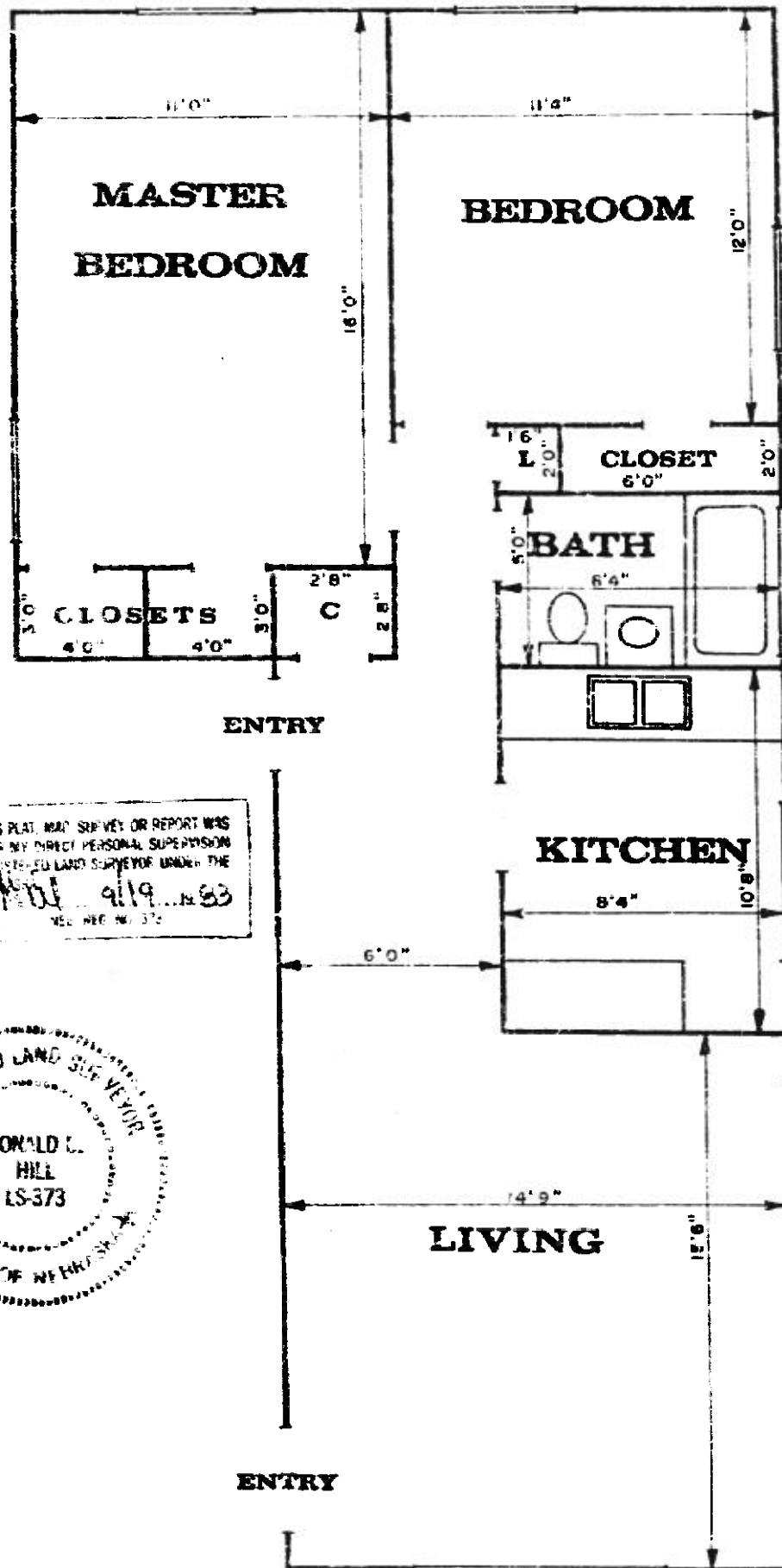
IF ANY PART OF THIS WAS
 NOT A TRUE COPY OF THE
 ORIGINAL SURVEYOR'S DRAWING
 UNDER THE
 NEB. REG. NO. 373
 9/19/83
 RONALD D. HILL



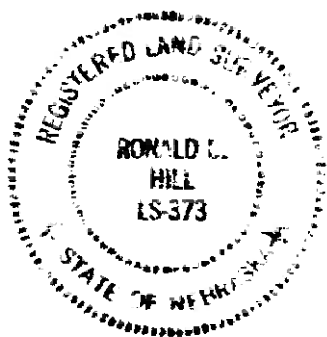
Design Engineering and Associates, Inc.

ENGINEERS LAND SURVEYORS PLANNERS
 2200 CLAY STREET BELLEVUE, NEBRASKA 68005

BOOK 1714 PAGE 80



ENGINEER CERTIFY THAT THIS PLAN, MAP, SURVEY OR REPORT WAS
PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION
AND THAT I AM A REGISTERED LAND SURVEYOR UNDER THE
LAWS OF THE STATE OF NEBRASKA
9/19/93
NEB. REG. NO. 372

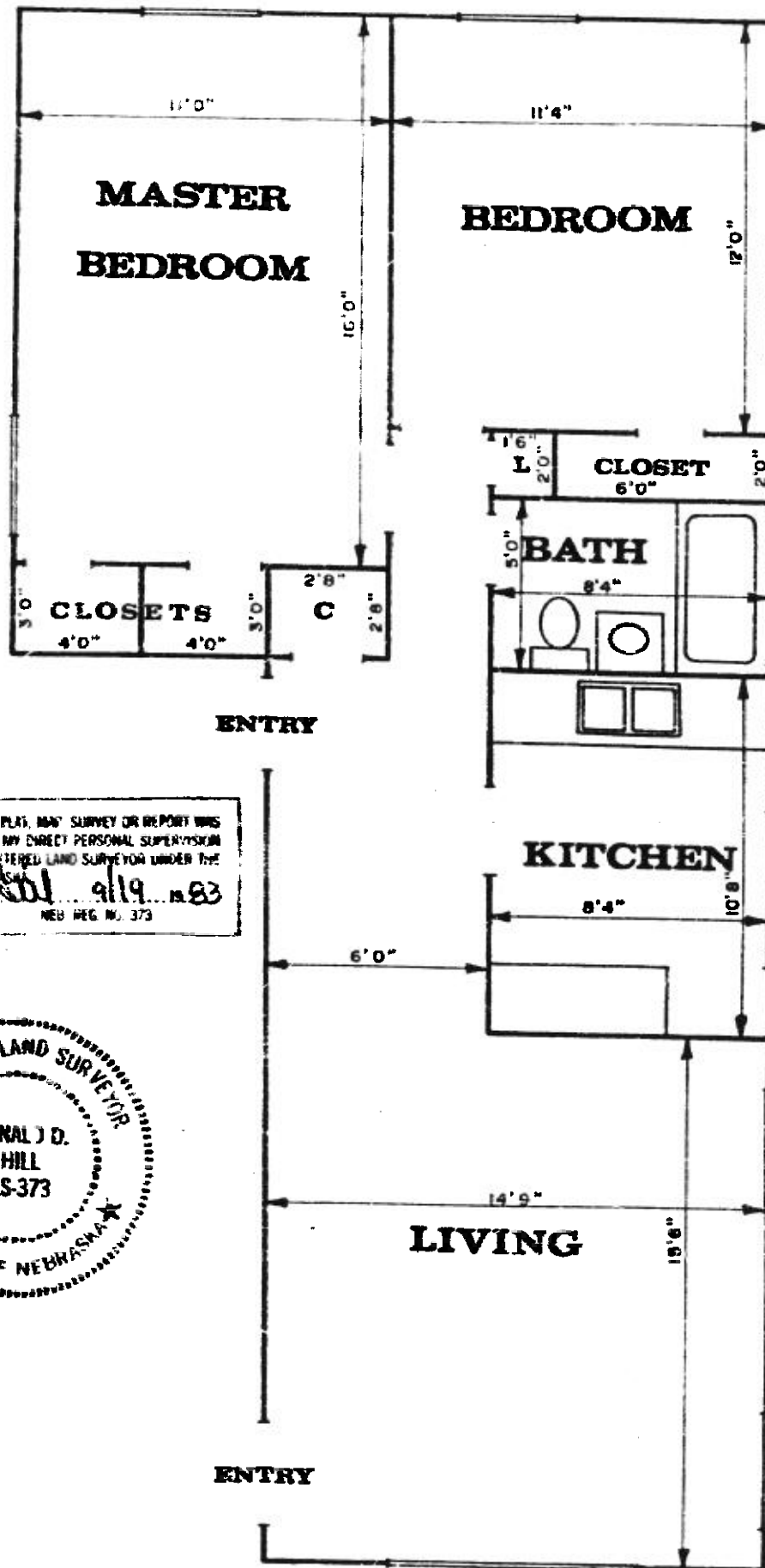


ENGINEER
CERTIFY
THAT
THIS
PLAN
MAP
SURVEY
OR
REPORT
WAS
PREPARED
BY
ME
OR
UNDER
MY
DIRECT
PERSONAL
SUPERVISION
AND
THAT
I
AM
A
REGISTERED
LAND
SURVEYOR
UNDER
THE
LAWS
OF
THE
STATE
OF
NEBRASKA

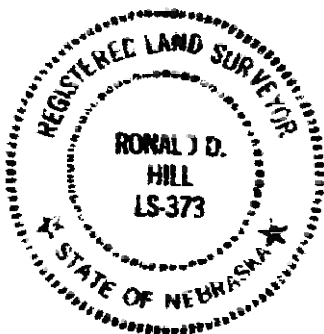
Design Engineering and Associates, Inc.

ENGINEERS LAND SURVEYORS PLANNERS
1200 CLAY STREET BELLEVUE NEBRASKA 68005

BOOK 1714 PAGE 81

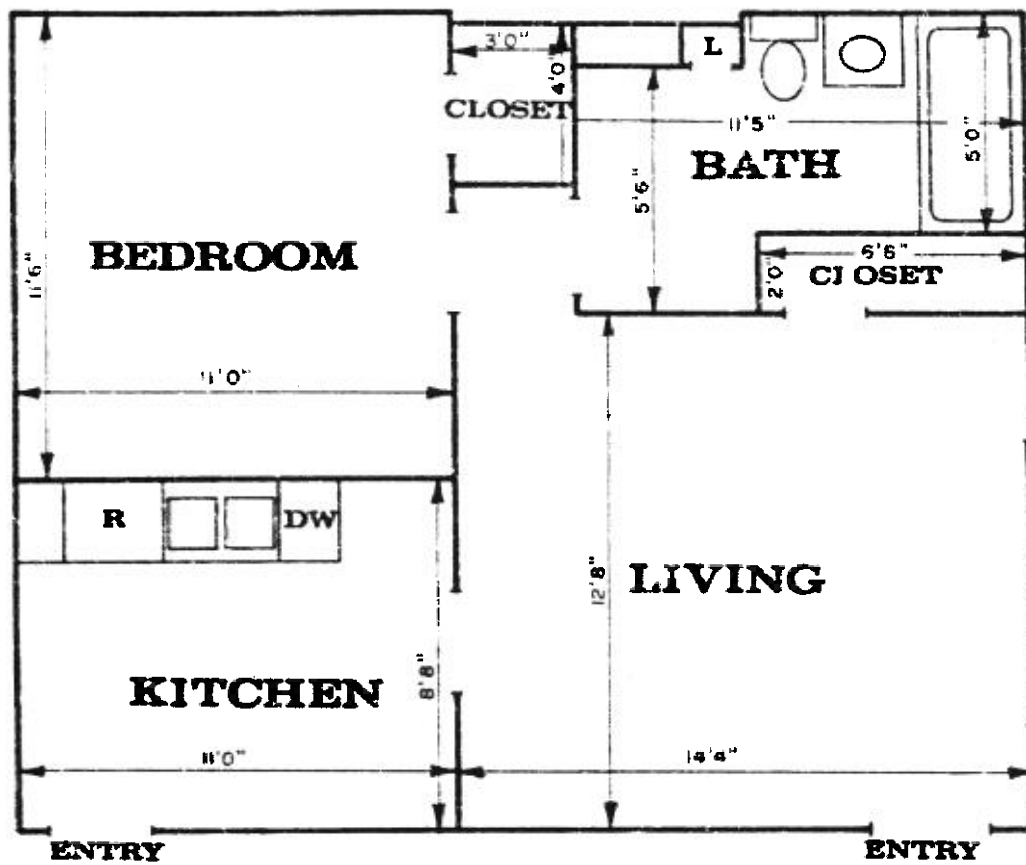
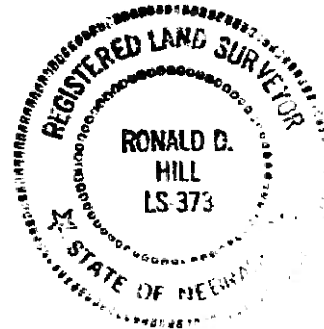
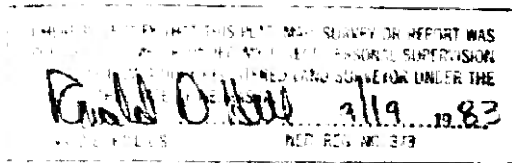


HEREBY CERTIFY THAT THIS PLAN, MAP, SURVEY OR REPORT WAS
 EXAMINED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION
 AND THAT I AM A QUALIFIED REGISTERED LAND SURVEYOR UNDER THE
 LAWS OF THE STATE OF NEBRASKA.
 RONALD D. HILL 9/19/83
 NEB REG. NO. 373



Design Engineering and Associates, Inc.
 ENGINEERS LAND SURVEYORS PLANNERS
 7208 CLAY STREET BELLEVUE, NEBRASKA 68001

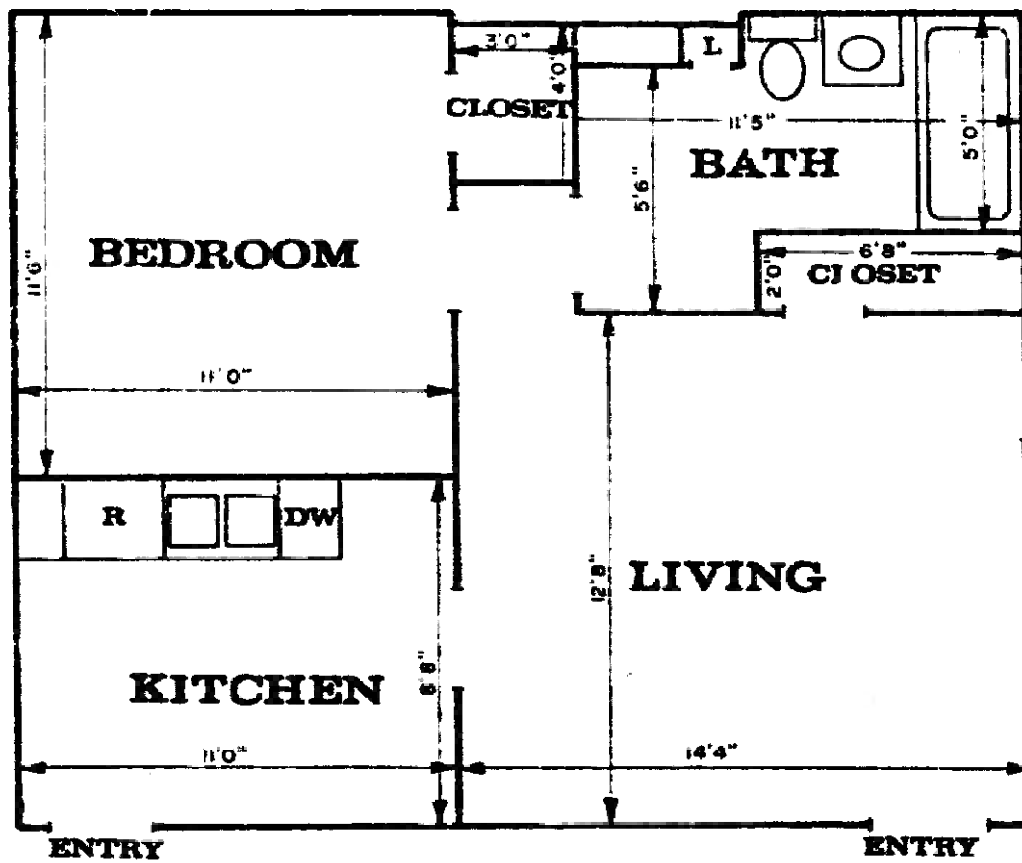
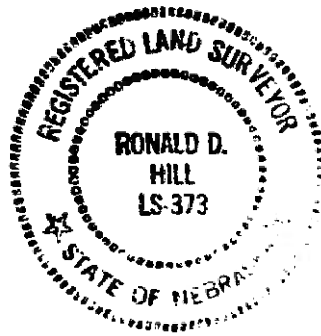
BOOK 1714 PAGE 82

*Design Engineering and Associates, Inc.*

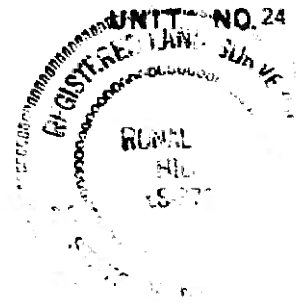
ENGINEERS LAND SURVEYORS PLANNERS
 2200 CLAY STREET BELLEVUE, NEBRASKA 68005

BOOK 1714 PAGE 83

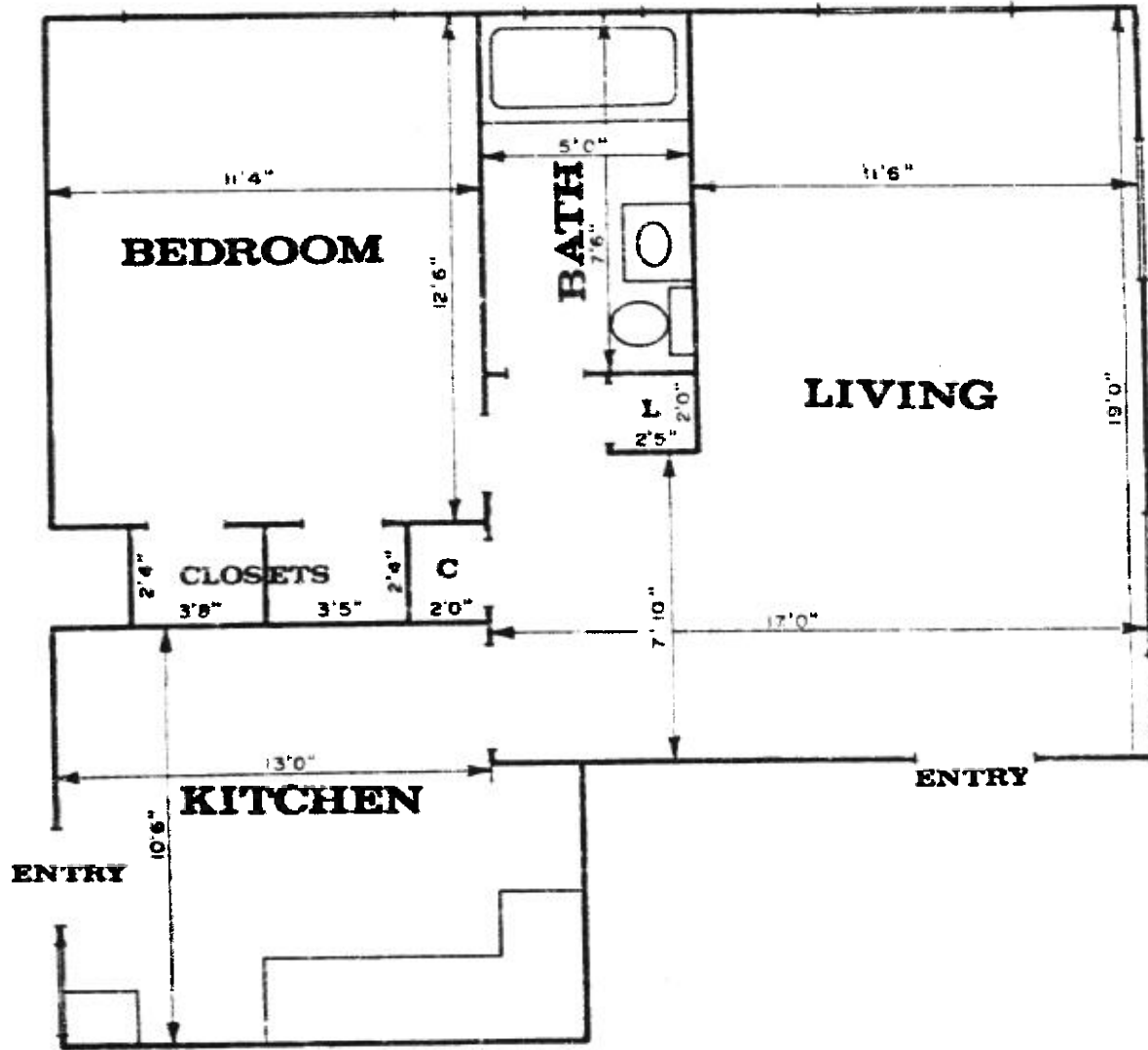
THESE PLANS AND THIS PLAT MAP SURVEY OR REPORT WAS
 PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION
 AND I AM A REGISTERED LAND SURVEYOR UNDER THE
 LAWS OF THE STATE OF NEBRASKA
Ronald D. Hill 9/19/23
 RONALD D. HILL LS-373

*Design Engineering and Associates, Inc.*

ENGINEERS LAND SURVEYORS PLANNERS
 7208 CLAY STREET BELLEVUE, NEBRASKA 68005

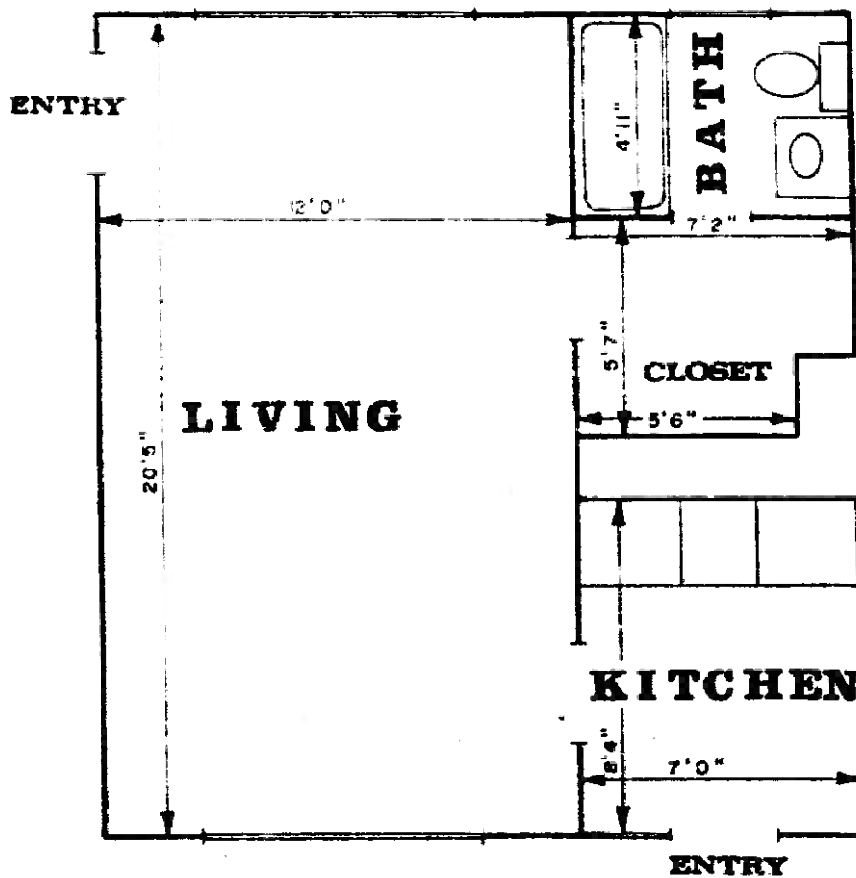
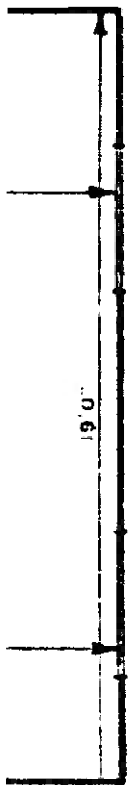
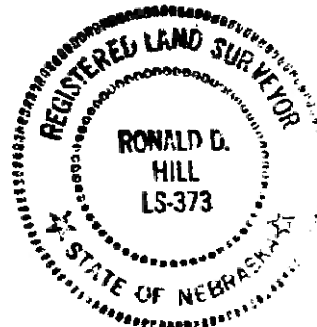


THIS SURVEY REPORT WAS
 PREPARED BY THE SURVEYOR
 UNDER THE
Paul D. Hill 9/19/63
 REG. NO. 173



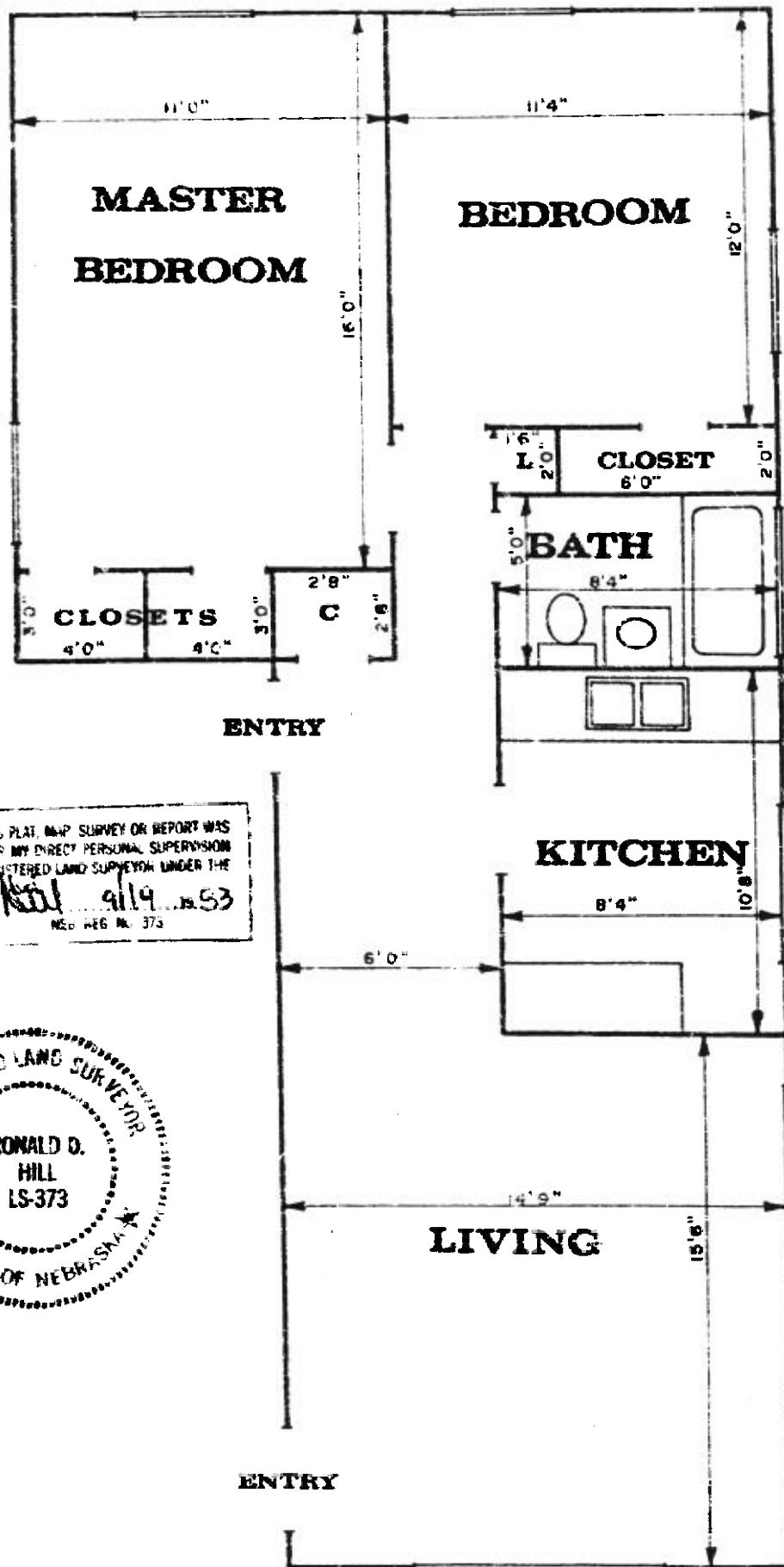
Design Engineering and Associates, Inc.
 ENGINEERS LAND SURVEYORS PLANNERS
 2200 CLAY STREET BELLEVUE, NEBRASKA 68005

THIS REPORT WAS
 PREPARED UNDER THE CLOSEST PERSONAL SUPERVISION
 OF THE REGISTERED LAND SURVEYOR UNDER THE
 SEAL OF THE STATE OF NEBRASKA
 RONALD D. HILL
 9/19/83
 NEB REG NO 373

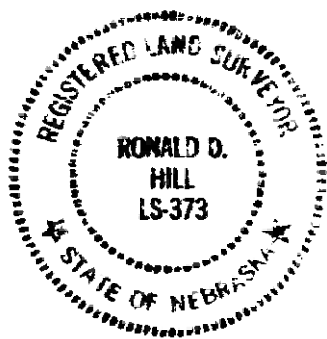


Design Engineering and Associates, Inc
 ENGINEERS LAND SURVEYORS PLANNERS
 2200 CLAY STREET BELLEVUE, NEBRASKA 68005

L
L
D



EVERY CERTIFY THAT THIS PLAT, MAP, SURVEY OR REPORT WAS
MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION
AND THAT I AM A REGISTERED LAND SURVEYOR UNDER THE
LAWS OF THE STATE OF NEBRASKA
Ronald D. Hill 4/19/53
RONALD D. HILL, L.S. REG. NO. 373



Retaining wall on South property line

12'0" 0'

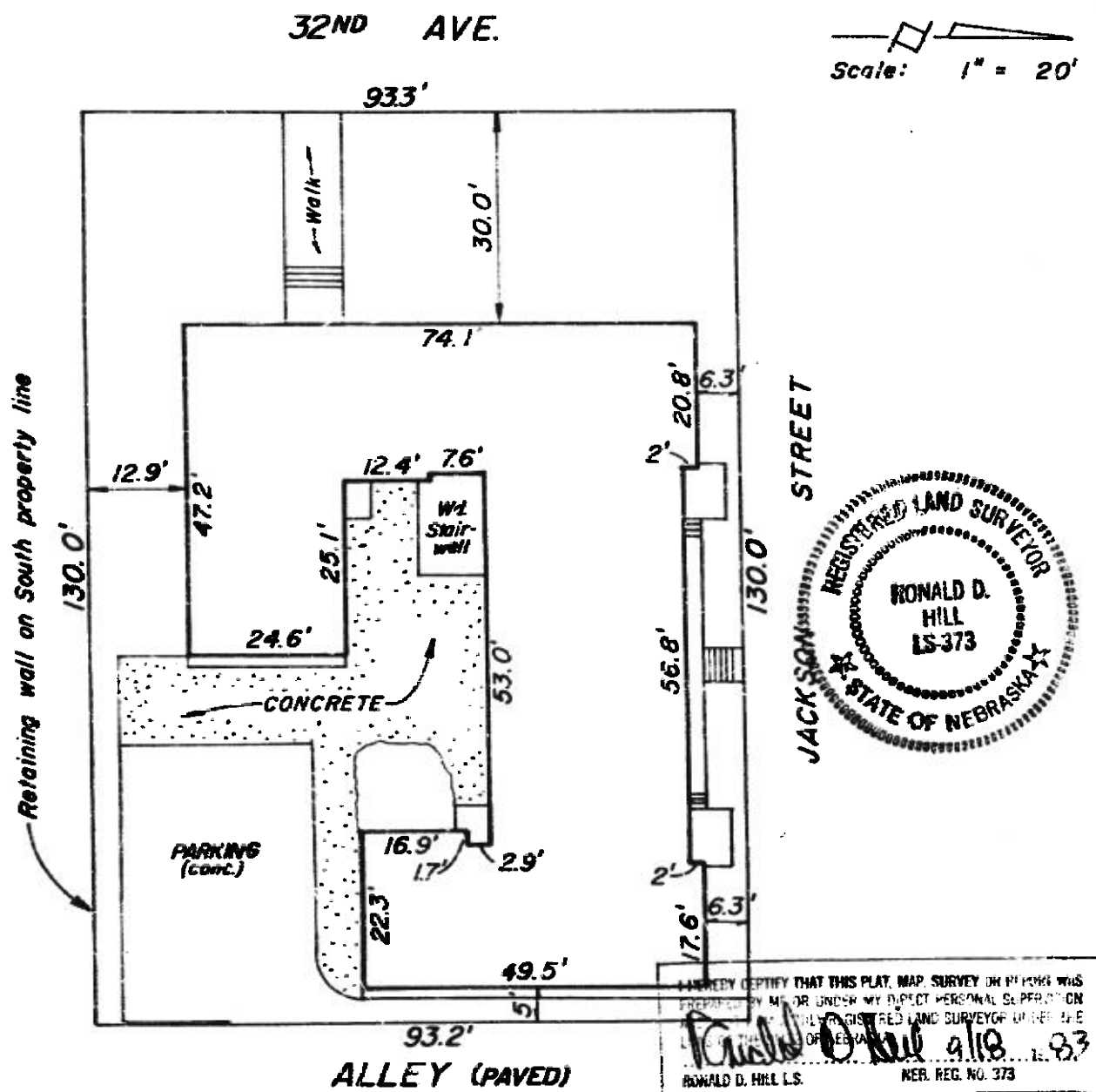
Design Engineering and Associates, Inc.

ENGINEERS LAND SURVEYORS PLANNERS
2200 CLAY STREET BELLEVUE, NEBRASKA 68006

LEGAL DESCRIPTION

BOOK 1714 PAGE 87

Lot 25 and 26, Block 2, Redicks 2nd Addition, as platted and recorded,
Douglas County, Nebraska.



Design Engineering & Associates
2200 Clay Street
Reliance No. 68005

BOOK 1714 PAGE 88

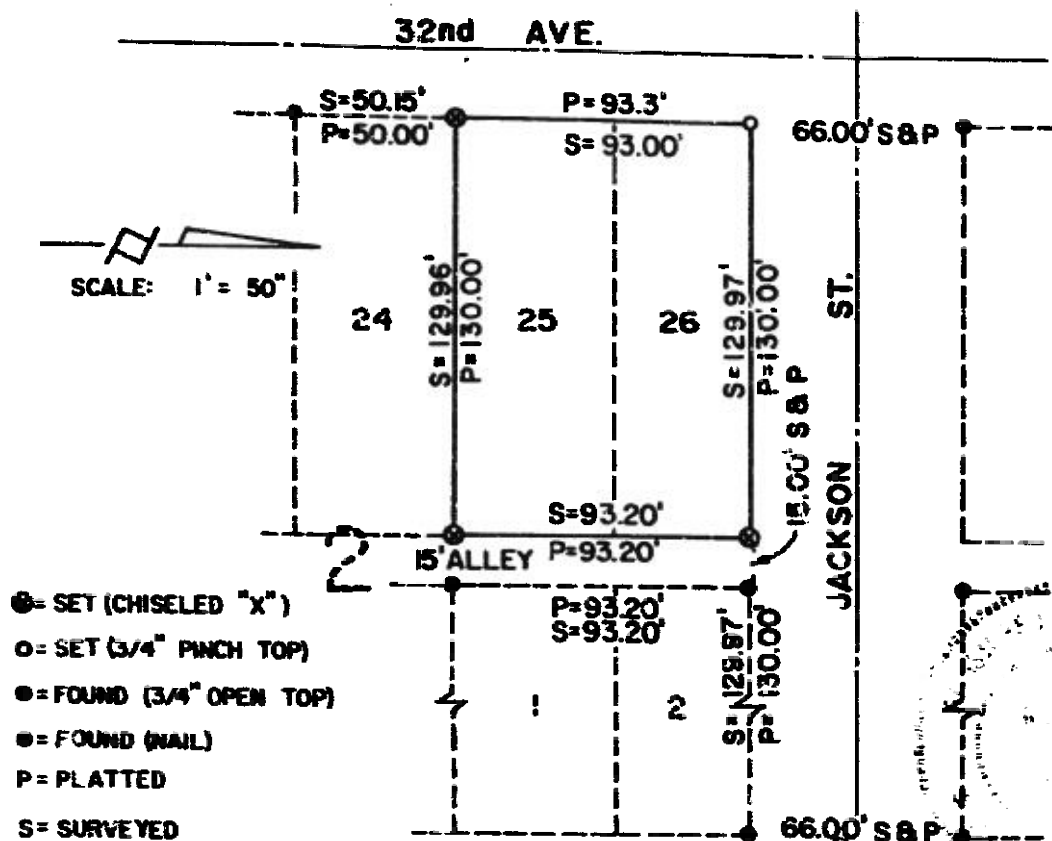
LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Legal Description

Lots 25 and 26, Block 2, W.A. Redicks 2nd Addition, as platted and recorded in Douglas County, Nebraska.

Plat to scale showing tract surveyed with all pertinent points



Field Office
SIGNATURE OF LAND SURVEYOR

REGISTRATION NO. 373

DATE OF SURVEY 1-7-83

DATE RECEIVED

FIELD BOOK NO.

PAGE

BY

W.C.

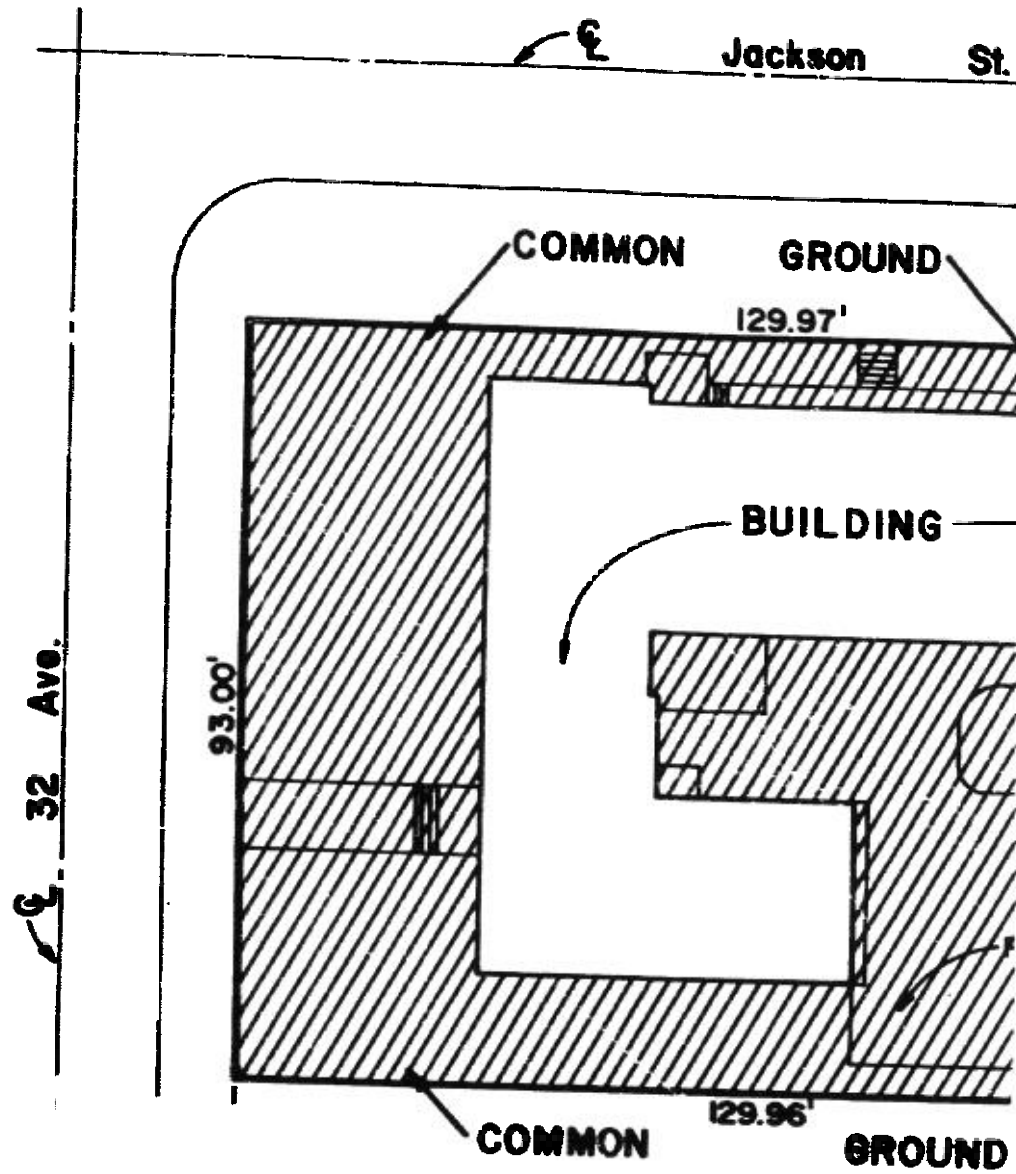
Design Engineering, Inc.



ENGINEERS ENVIRONMENTAL PLANNING LAND SURVEYING

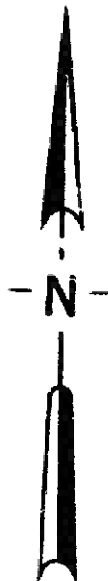
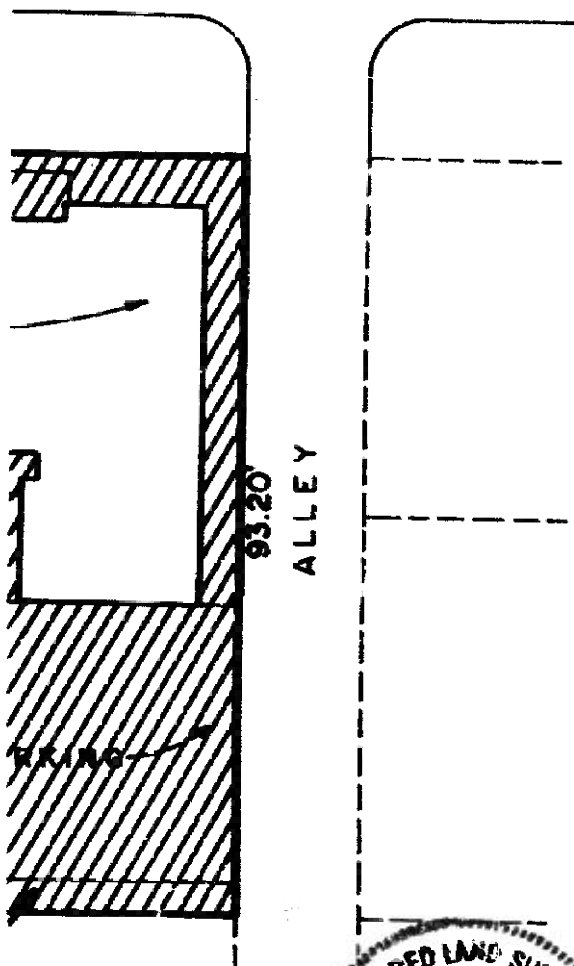
402-281-8100 1103 CALVIN ROAD SOUTH - BELLEVUE, NEBRASKA 68006

FLORENTI



JE

BOOK 1714 PAGE 90



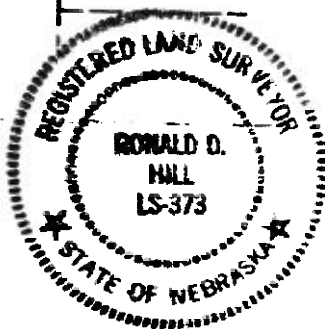
1" = 20' scale 0 20 40 feet

LEGAL DESCRIPTION

Lots 25 and 26, Block 2, W.A. Redicks 2nd Addition, as platted and recorded in Douglas County, Nebraska.

Design Engineering and Associates, Inc.

ENGINEERS LAND SURVEYORS PLANNERS
2200 CLAY STREET BELLEVUE, NEBRASKA 68005



I HEREBY CERTIFY THAT THIS PLAT, MAP, SURVEY OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A duly REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.
Ronald D. Hall 9/19/83
RONALD D. HALL L.S. NEB. REG. NO. 373

EXHIBIT B

Unit No.	Basic Unit Value	Percentage Share in the Common Expense and the Common Elements	No. of Votes
4	16,750	5.31	167.5
11	31,900	10.15	319
12	21,500	6.87	215
21	31,900	10.15	319
22	21,500	6.87	215
13	21,500	6.87	215
14	24,900	7.94	249
23	21,500	6.87	215
24	24,900	7.94	249
15	16,750	5.31	167.5
16	31,900	10.15	319
25	16,750	5.32	167.5
26	31,900	10.15	319

TOTAL VOTES 3136.5

EXHIBIT C

BYLAWS

ARTICLE I

General Application of Bylaws

Section 1. Bylaws. The following are the Bylaws of Florentine Homeowners Association, Inc., a Nebraska nonprofit corporation (the "Corporation") whose registered agent is Steven W. Seline, and its registered office is located at 1650 Farnam Street, Omaha, Nebraska 68102. The following Bylaws are also the Bylaws of Florentine Condominiums (the "Regime").

Section 2. Members. The Corporation has been established to provide a means of management for Florentine Condominiums in Douglas County, Nebraska. Membership in the Corporation is automatically granted and restricted to record owners, including contract sellers, of Units in the Regime subject to the restrictions of Article V, Section 9(c).

Section 3. Unit Ownership. The property legally described in that certain Master Deed and Declaration (the "Master Deed") has been submitted to the provisions of the Nebraska Revised Statutes Sections 76-801 et seq. (the "Act") by the Master Deed recorded simultaneously herewith in the office of the Register of Deeds of Douglas County, Nebraska.

Section 4. Applicability of Bylaws. The provisions of these Bylaws are applicable to all of the property of the Regime and the use and occupancy thereof. The term "Real Estate" means the land, the buildings and all other improvements thereon (including the condominium units and the general common elements), owned in fee simple and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of the Act.

Section 5. Application. All present and future owners, mortgagees, lessees and occupants of Units, and any other persons who may use the Real Estate in any manner, are subject to these Bylaws, the Master Deed and the Rules and Regulations. The acceptance of a deed or conveyance or the entering into a lease or the act of occupancy of a Unit shall constitute an agreement that these Bylaws, the Rules and

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Regulations and the Master Deed, as the same may be amended from time to time, are accepted and ratified.

Section 5. Office. The office of the Regime and of the Corporation shall be located at 8420 West Dodge Road, Omaha, Nebraska 68114, or such other place as may be selected by the Board of Directors.

ARTICLE II

Unit Owners

Section 1. Annual Meetings. One year after Units representing 75% or more in common interest shall have been sold by the Sponsor, the Sponsor shall provide written notice to all Unit owners of the time and place of the first annual meeting of the Unit owners which shall be held within 30 days thereafter. At such meeting, the original Board of Directors shall resign as members of the Board of Directors and as officers, and all the Unit owners, including the Sponsor, shall elect a new Board of Directors. Thereafter, the annual meetings of the Unit owners shall be held on the day of of each succeeding year, unless such date shall occur on a Saturday or Sunday, in which event the meeting shall be held on the next succeeding business day. At such meetings, the Board of Directors shall be elected by ballot of the Unit owners in accordance with the requirements of Section 4 of Article III of these Bylaws. So long as the Sponsor shall own one or more of the Units, the Sponsor shall be entitled to elect at least one member of the Board of Directors who shall serve for a term of one year. The Unit owners may transact such other business at such meetings as may properly be considered.

Section 2. Place of Meetings. Meetings of the Unit owners shall be held at the office of the Corporation designated in Article I, Section 6 hereof or at such other suitable place convenient to the Unit owners as may be designated by the Board of Directors.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit owners if so directed by resolution of the Board of Directors, or upon a petition signed and presented to the Secretary by not less than 25% in common interest, in the aggregate, of Unit owners. The notice of any special meeting shall provide the time and place of such meeting and the purpose thereof. No

business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a written notice of each annual or special meeting of the Unit owners at least 10 but not more than 30 days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit owner of record, at their address or at such other address as such Unit owners shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided by this Section shall be considered service of notice.

Section 5. Adjournment of Meetings. If any meeting of the Unit owners cannot be held because a quorum has not attended, a majority in common interest of the Unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 6. Order of Business. The order of business at all meetings of Unit owners shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of Board of Directors.
- (f) Reports of committees.
- (g) Election of inspectors of election (when so required).
- (h) Election of members of the Board of Directors (when so required).
- (i) Unfinished business.
- (j) New business.

Section 7. Title to Units. Title to Units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants or as

tenants by the entirety, or in the name of a corporation or partnership, or in the name of a fiduciary.

Section 8. Voting. The owner or owners of each Unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such Unit at all meetings of Unit owners. In the event an owner shall own more than one Unit, such owner shall be entitled to vote the votes with respect to each Unit. If a Unit is owned by more than one owner, then such owners may split the votes with respect to such Unit and cast a fractional portion of votes for such Unit. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. Any or all of such owners may be present at any meeting of the Unit owners and (those constituting a group acting unanimously), may vote or take any other action as a Unit owner either in person or by proxy; however, no proxy may cast a vote for more than one Unit owner. The total number of votes of all Unit owners shall be , and each Unit owner (including the Sponsor and the Board of Directors, if the Sponsor shall then own, or the Board of Directors, or its designee, shall then hold title to one or more Units) shall be entitled to cast one vote at all meetings of the Unit owners for each % of interest in the common elements and facilities applicable to a Unit.

Section 9. Majority of Unit Owners. As used in these Bylaws, the term "majority of Unit owners" means those Unit owners having more than 50% of the total authorized votes of all Unit owners present in person or by proxy and voting at any meeting of the Unit owners, determined in accordance with the provisions of Section 7 of this Article II.

Section 10. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Unit owners having 1/3 of the total authorized votes of all Unit owners shall constitute a quorum at all meetings of the Unit owners.

Section 11. Majority Vote. The vote of a majority of Unit owners at a meeting at which a quorum shall be present shall be binding upon all Unit owners for all purposes except where in the Master Deed, these Bylaws or the Rules and Regulations a higher percentage vote is required.

ARTICLE III

Board of Directors

Section 1. Number and Qualification. The affairs of the Corporation and the Regime shall be governed by a Board of Directors. Until one year after Units representing 75% in common interest shall have been sold by the Sponsor of the Regime and shall have been paid for, and thereafter until their successors shall have been elected by the Unit owners, the Board of Directors shall consist of such persons as shall have been designated by the Sponsor. Thereafter, the Board of Directors shall be composed of not less than three nor more than five persons, all of whom shall be owners of Units.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation and the Regime, and may do all such acts and things except as by law or by the Master Deed or by these Bylaws may not be delegated to the Board of Directors by the Unit owners. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

- (a) operation, care, upkeep and maintenance of the general common areas and the Real Estate;
- (b) determination of the common expenses required for the affairs of the Regime, including, without limitation, the operation and maintenance of the general common areas and the Real Estate;
- (c) collection of the common charges (which for the purpose of these Bylaws shall mean such portion of the common expenses as are payable by the respective Unit owners) from Unit owners;
- (d) employment and dismissal of the personnel necessary for the maintenance and operation of the common areas and the Real Estate;
- (e) adoption and amendment of the Rules and Regulations covering the details of the operation and use of the general common elements and the Real Estate;
- (f) opening bank accounts on behalf of the Corporation and designating the signatories required therefor;

(g) obtaining insurance for the general common elements and the Real Estate, including the Units pursuant to the provisions of Article V, Section 2 hereof; and

(h) making repairs, additions and improvements to or alterations of the general common elements and the Real Estate and repairs to and restoration of the general common elements and the Real Estate in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

Section 3. Managing Agent and Manager. The Board of Directors may employ for the Regime a managing agent and/or a manager at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including but not limited to the duties listed in subdivisions (a), (c), (d), (k) and (l) of Section 2 of this Article III. The Board of Directors may delegate to the manager or managing agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in subdivisions (b), (e) and (f) of Section 2 of this Article III.

Section 4. Election and Term of Office. At the first annual meeting of the Unit owners, the members of the Board of Directors shall be elected to serve terms of one year. Each director shall be elected by the vote of a majority of Unit owners. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Unit owners.

Section 5. Removal of Members of the Board of Directors. At any regular or special meeting of Unit owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the Unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any members of the Board of Directors whose removal has been proposed by the Unit owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the Unit owners shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a

quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of the Unit owners.

Section 7. Annual Meeting. The annual meeting of the members of the Board of Directors shall be held immediately following the annual meeting of the Unit owners, at such time and place as shall be fixed by the Unit owners at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President upon five business days' notice to each member of the Board of Directors, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and like notice on the written request of at least three members of the Board of Directors.

Section 9. Waiver of Notice. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjournment at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 11. Fidelity Bonds. The Board of Directors shall obtain adequate fidelity bonds for all officers and employees of the Corporation handling or responsible for Corporation funds. The premiums on such bonds shall constitute a common expense.

Section 12. Compensation. No member of the Board of Directors shall receive any compensation from the Corporation for serving as a member of the Board of Directors.

Section 13. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Unit owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the general common areas, the Real Estate or the Regime. Every agreement made by the Board of Directors or by the managing agent or by the manager on behalf of the Real Estate or the Regime shall provide that the members of the Board of Directors or the managing agent or the manager, as the case may be, are acting only as agents for the Corporation and shall have no personal liability thereunder.

ARTICLE IV

Officers

Section 1. Designation. The principal officers of the Corporation shall be the President, the Vice President and the Secretary/Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, need be members of the Board of Directors.

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

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

Section 4. President. The President shall be the chief executive officer of the Corporation. He shall preside at all meetings of the Unit owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of president of a nonprofit corporation organized under the laws of the State of Nebraska, including, but not limited to, the power to appoint committees from among the Unit owners from time to time as he may at his discretion decide is appropriate to assist in the conduct of the affairs of the Corporation.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 6. Secretary/Treasurer. The Secretary/ Treasurer shall take the minutes of all meetings of the Unit owners and of the Board of Directors and shall keep same at the principal office of the Corporation unless otherwise instructed by the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of secretary of a nonprofit corporation organized under the laws of the State of Nebraska. The Secretary/ Treasurer shall have the responsibility for Corporation funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the depository of all moneys and other valuable effects in the name of the Board of Directors or the managing agent in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of treasurer of a nonprofit corporation organized under the laws of the State of Nebraska.

Section 7. Agreements, Contracts, Checks, etc. All agreements, contracts, checks and other instruments of the Corporation shall be executed by the two officers of the Corporation or by such other person or persons as may be designated by the Board of Directors.

Section 8. Compensation of Officers. No officer shall receive any compensation from the Corporation for serving as an officer to the Corporation.

ARTICLE V

Operation of the Real Estate

Section 1. Determination of Common Expenses and Fixing of Common Charges. The Board of Directors shall from time to time and at least annually, prepare a budget for the Regime, determine the amount of the common charges payable by the Unit owners to meet the common expenses of the Corporation and allocate and assess such common charges among the Unit owners according to their respective common interests. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance to be or which have been obtained by the Board of Directors pursuant to the provisions of Section 2 of Article V. The common expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the general common areas including, without limitation, an amount for working capital of the Corporation, for a general operating reserve, for a reserve fund for replacements and to make any deficit in the common expenses for any prior year. The Board of Directors shall advise all Unit owners promptly in writing of the amount of common charges payable by each Unit owner, as determined by the Board of Directors, and shall furnish copies of each budget on which such common charges are based to all Unit owners and to their mortgagees.

Section 2. Insurance. The Board of Directors shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) casualty insurance with extended coverage, vandalism and malicious mischief endorsements, insuring each building (including all of the Units and the bathroom and kitchen fixtures initially installed therein by the Sponsor, but not including any wall, ceiling, or floor decoration or coverings or other furniture or furnishings, fixtures or equipment installed by Unit owners), together with all service machinery contained therein and covering the interest of the Regime, the Corporation, the Board of Directors and all Unit owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of each building, without deduction for depreciation; each of said policies shall contain a standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear; subject, however, to the loss payment provisions in favor of the

Board of Directors hereinafter set forth; (2) workmen's compensation insurance; and (3) such other insurance as the Board of Directors may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Directors and that the net proceeds thereof shall be payable to the Board of Directors.

The amount of casualty insurance to be maintained until the first meeting of the Board of Directors following the annual meeting of the Unit owners shall be in at least the sum of \$

All policies of casualty insurance shall to the extent obtainable contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least 10 days' prior written notice to all of the insureds, including all mortgagees of Units. Duplicate originals of all policies of casualty insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least 10 days prior to expiration of the then current policies. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors shall obtain a qualified appraisal of the full replacement value of each building, including all of the Units and all of the common areas therein, without deduction for depreciation, for the purpose of determining the amount of casualty insurance to be obtained pursuant to this Section.

The Board of Directors shall also be required to obtain and maintain to the extent obtainable, public liability insurance in such limits as the Board of Directors may, from time to time, determine covering each member of the Board of Directors, the managing agent, the manager and each Unit owner. Such public liability coverage shall also cover gross liability claims of one insured against another. The Board of Directors shall review such limits once a year. Until the first meeting of the Board of Directors following the first annual meeting of the Unit owners, such public liability insurance shall be an amount not less than \$1,000,000.00 for claims for bodily injury and for property damage.

Unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or

diminished by reason of any such additional insurance carried by any Unit owner.

Section 3. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the buildings as a result of fire or other casualty (unless 2/3 or more of the buildings are destroyed or substantially damaged and 75% or more of the Unit owners determine in accordance with the Master Deed not to proceed with the repair or restoration), the Board of Directors shall arrange for the prompt repair or restoration of the buildings (including any damaged Units, and any kitchen or bathroom fixtures initially installed therein by the Sponsor, but not including any wall, ceiling, or floor decorations or coverings or other furniture or furnishings, fixtures or equipment installed by Unit owners in the Units), and the Board of Directors shall disburse the proceeds of all insurance policies to the contractors engaged in such repair or restoration in appropriate progress payments and in a manner as determined by the Board of Directors. Any cost of such repair or restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Directors may assess all the Unit owners for such deficit as part of the common charges.

If 2/3 or more of the buildings are destroyed or substantially damaged and (within 120 days of the date of such destruction or damage) 75% or more of the Unit owners determine not to proceed with repair and restoration, the Real Estate shall be subject to an action for partition at the suit of any Unit owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of Directors among all the Unit owners in proportion to their respective common interest, after first paying out of the share of each Unit owner the amount of any unpaid liens on his Unit, in the order of priority of such liens.

Section 4. Payment of Common Charges. All Unit owners shall be obligated to pay the common charges assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article V at such time or times as the Board of Directors shall determine.

No Unit owner shall be liable for the payment of any part of the common charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him of such Unit, together with the Appurtenant Interests, as defined in Section 1 of Article VII hereof. In addition, any Unit owner may, subject to the terms and conditions specified in these Bylaws and subject to acceptance by the Board of Directors, provided that his Unit is free and clear of liens and encumbrances other than a permissible first mortgage and the statutory lien for unpaid common charges, convey his Unit to the Corporation or its designee, corporate or otherwise, on behalf of all other Unit owners. A purchaser of a Unit shall be liable for the payment of common charges assessed against such Unit prior to the acquisition by him of such Unit, without prejudice to such purchaser's right, if any, to recover from the seller the amounts paid by the purchaser, except that a mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for and such Unit shall not be subject to a lien for the payment of common charges assessed prior to the foreclosure sale.

Section 5. Collection of Assessments. The Board of Directors shall assess common charges against the Unit owners from time to time, and shall take prompt action to collect charges due from any Unit owner which remain unpaid for more than 30 days from the date due for payment thereof.

Section 6. Default in Payment of Common Charges. In the event of default by any Unit owner in paying to the Board of Directors the common charges as determined by the Board of Directors, such Unit owner shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid common charges. All such unpaid common charges shall constitute a lien on such Unit prior to all other liens except those specified in the Act. The Board of Directors shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorney fees, in an action to recover the same brought against such Unit owner, or by foreclosure of the lien on such Unit granted by the Act.

Section 7. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board of Directors to foreclose a lien on a Unit because of unpaid common charges, the Unit owner shall be required to pay a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a

receiver to collect the same. The Board of Directors, acting on behalf of all Unit owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes with respect to, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 8. Statement of Common Charges. The Board of Directors shall promptly provide any Unit owner so requesting the same in writing with a written statement of all unpaid common charges due from such Unit owner.

Section 9. Abatement and Enjoining of Violations by Unit Owners. The violation of any rule or regulation adopted by the Board of Directors or the breach of any of these Bylaws contained herein or the breach of any provisions of the Master Deed, shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (a) to enter into the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; (c) to deny partially or wholly access to, benefit from, or use of all or any facilities, functions, or services, or suspend, partly or wholly, all or any rights or privileges of membership; or (d) to take any other disciplinary action directed by the Board of Directors.

Section 10. Maintenance and Repair.

(a) Subject to the terms of the Master Deed, all maintenance of and repairs to any Unit, structural or nonstructural, ordinary or extraordinary (other than maintenance of and repairs to any common element, except as provided in Section 10(c) hereof, and not necessitated by the negligence, misuse or neglect of the owner of such Unit) shall be made by the owner of such Unit. Each Unit owner shall be responsible for all damages to any and all other Units and/or to the general common elements and facilities that his failure so to do may engender.

(b) All maintenance, including lawn maintenance and snow removal, repairs and replacements to the general common elements, whether located inside or outside

of the Units, shall be made by the Corporation and be charged to all the Unit owners as a common expense, unless such maintenance, repair or replacement is necessitated by the negligence, misuse or neglect of a Unit owner, in which case such expense shall be charged to such Unit owner.

(c) All Unit owners shall have the right to make improvements in the limited common elements pertaining to their Unit at their sole cost and expense. The maintenance and repair of said improvements shall be at the Unit owner's expense. In the event such improvements are not kept in good repair, the Board of Directors may cause such repairs to be made as are necessary and charge same to the Unit owner. Any such charges shall become a lien on such Unit and be subject to the provisions of Article V, Section 6 hereof.

Section 11. Restriction on Use of Units. In order to provide for congenial occupancy of the Real Estate and for the protection of the value of the Units, the use of the Real Estate shall be restricted to and shall be in accordance with the following provisions:

(a) the Units shall be used for residences only by the owner or owners thereof, their families, guests, invitees, lessees and licensees;

(b) the general common elements and limited common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units;

(c) no nuisances shall be allowed on the general common elements or the Real Estate nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or property use of the Real Estate by its residents or a Unit by its owner; and

(d) no improper, offensive or unlawful use shall be made of the general common elements or the Real Estate or any part thereof, and all valid laws, zoning laws and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Real Estate, shall be corrected by, and at the sole expense of, the Unit owners

or the Board of Directors, which ever shall have the obligation to maintain or repair such portion of the Real Estate.

Section 12. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the common elements and facilities shall require additions, alterations or improvements costing in excess of \$500.00 and the making of such additions, alterations or improvements shall have been approved by the vote of at least 2/3 in number and in common interest of the Unit owners and by those mortgagees holding mortgages constituting first liens upon six or more Units (provided that such approval by said mortgagees shall not be deemed to be an agreement by said mortgagees to subordinate such mortgages to any liens arising in connection with such additions, alterations or improvements), the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Unit owners for the cost thereof as a common charge. Any additions, alterations or improvements costing \$500.00 or less may be made by the Board of Directors *without approval* of Unit owners or any mortgagees of Units and the cost thereof shall constitute part of the common expenses.

Section 13. Additions, Alterations or Improvements by Unit Owners. *No Unit owner shall make any structural addition, alteration or improvement in or to his Unit, including any exterior painting or exterior alteration or addition (including awnings, grills, etc.) without the prior written consent of the Board of Directors. The Board of Directors shall have the obligation to answer any written request by a Unit owner for approval of a proposed structural addition, alteration or improvement in such owner's Unit within 30 days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement. In addition, any such additions, alterations or improvements made prior to the day of , must have the written approval of , which approval, however, will not be unreasonably withheld. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board of Directors only, without, however, incurring any liability on the part of the Board of Directors on any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 13 shall not apply to Units owned by the Sponsor*

until such Units shall have been initially sold by the Sponsor and paid for by the purchasers.

Section 14. Right of Access. A Unit owner shall grant a right of access to his Unit to the manager and/or managing agent and/or any other person authorized by the Board of Directors, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or a common area or facility, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common areas or facilities in his Unit or elsewhere in the building; provided that, requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit owner. In case of an emergency, such right of entry shall be immediate, whether the Unit owner is present at the time or not.

Section 15. Rules of Conduct. Rules and regulations concerning the use of the Units, the general common elements and the limited common elements may be promulgated and amended by the Board of Directors with the approval of a majority of the Unit owners. Copies of such rules and regulations shall be furnished by the Board of Directors to each Unit owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Directors with the approval of a majority of the Unit owners, are attached hereto.

Section 16. Gas. Gas shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Unit owner shall be required to pay the bills for gas consumed or used in his Unit. The gas serving the general common elements shall be separately metered, and the Board of Directors shall pay all bills for gas consumed in such portions of the general common elements as a common expense.

Section 17. Electricity. Electricity shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Unit owner shall be required to pay the bills for electricity consumed or used in his Unit. The electricity serving the general common elements shall be separately metered, and the Board of Directors shall pay all bills for electricity consumed in such portions of the general common elements as a common expense.

Section 18. Water and Sewer. Water shall be supplied by the public utility company serving the area to each Unit

through a separate meter and each Unit owner shall be required to pay the bills for water and sewer service provided to his Unit. The water and sewer service for the general common elements shall be separately metered, and the Board of Directors shall pay all bills for such service to the general common elements as a common expense. Water as needed for use in the general common elements may be drawn from outside spigots of any building.

ARTICLE VI

Mortgages

Section 1. Notice of Board of Directors. A Unit owner who mortgages his Unit shall notify the Board of Directors of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Directors. The Board of Directors shall maintain such information in a book entitled "Mortgages of Units."

Section 2. Notice of Unpaid Common Charges. The Board of Directors, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from, or any other default by, the owner of the mortgaged Unit.

Section 3. Notice of Default. The Board of Directors, when giving notice to a Unit owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board of Directors.

Section 4. Examination of Books. Each Unit owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Corporation and the Regime at reasonable times on business days, but not more often than once a month.

ARTICLE VII

Sales of Units

Section 1. No Severance of Ownership. No Unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. For the purpose of these Bylaws, the "Appurtenant Interests" shall mean, collectively, (i) the Unit owner's undivided interest

in the general common elements and any limited common elements appurtenant to such Unit; (ii) the interest of such Unit owner in any Units theretofore acquired by the Board of Directors or its designee on behalf of all Unit owners, or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit owner in any other assets of the Regime. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interest, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as a part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 2. Payment of Assessments. No Unit owner shall be permitted to convey, mortgage, pledge, hypothecate or sell his Unit unless and until he shall have paid in full to the Board of Directors all unpaid common charges theretofore assessed by the Board of Directors against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages. Notwithstanding the foregoing, a Unit owner may convey or sell his Unit, subject to all other provisions of these Bylaws, to a purchaser who in writing assumes all unpaid common charges and who agrees to take such Unit subject to all unpaid liens against same.

ARTICLE VIII

Condemnation

Section 1. Condemnation. In the event of a taking in condemnation or by eminent domain of part or all of the general common elements, the award made for such taking shall be payable to the Board of Directors. If 75% or more of the Unit owners duly and promptly approve the repair and restoration of such general common elements, the Board of Directors shall arrange for the repair and restoration of such general common elements. The Board of Directors shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that 75% or more of the Unit owners do not duly and promptly approve the repair and restoration of such general common elements, the Board of Directors shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Article V.

ARTICLE IXRecords

Section 1. Records and Audits. The Board of Directors or the managing agent shall keep detailed records of the actions of the Board of Directors and the managing agent, minutes of the meetings of the Board of Directors, minutes of the meetings of Unit owners, and financial records and books of account of the Corporation and the Regime, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of common charges against such Unit, the date when due, the amounts paid thereon and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Corporation and the Regime shall be rendered by the Board of Directors to all Unit owners at least annually. In addition, an annual report of the receipts and expenditures of the Corporation and the Regime, certified by an independent certified public accountant, shall be rendered by the Board of Directors to all Unit owners and to all mortgagees of Units who have requested the same, promptly after the end of each fiscal year.

ARTICLE XMiscellaneous

Section 1. Notices. All notices hereunder shall be sent by registered or certified mail to the Board of Directors, c/o the Managing Agent, or, if there is no managing agent, to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time, by notice in writing to all Unit owners and to all mortgagees of Units. All notices to any Unit owner shall be sent by registered or certified mail to the building or to such other address as may have been designated by him from time to time, in writing to the Board of Directors. All notices to mortgagees of Units shall be sent by registered or certified mail to their respective addresses as designated by them from time to time in writing to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address, which shall be deemed to have been given when received.

Section 2. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the

validity, enforceability or effect of the balance of these Bylaws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these Bylaws, or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 5. Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XI

Termination of Condominium Regime

Section 1. The Unit owners shall have the right to terminate the Regime by the vote of three-fourths (3/4) of the Unit owners taken at a regular or special meeting of the membership. The rights of the Unit owners in this regard are subject to the provisions of the Act.

ARTICLE XII

Amendments to the Bylaws

Section 1. Amendments to Bylaws. Except as otherwise provided herein, the Bylaws may be modified or amended by the vote of 50% in number and common interest of all Unit owners at a meeting of Unit owners duly held for such purpose, but only with the written approval of those mortgagees holding mortgages constituting first liens upon six or more Units. Section 1 of Article II, insofar as it provides that the Sponsor, so long as it is the owner of one or more Units, shall be entitled to elect at least one member of the Board of Directors; Section 8 of Article II, insofar as it provides that the Sponsor, so long as it is the owner of one or more Units, may vote the votes appurtenant thereto; Section 13, of Article V, insofar as it provides that the provisions of such section shall not apply to any Units owned by the Sponsor; and this Section 1 of Article XII, however, may not be amended without the consent in writing of the Sponsor,

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so long as the Sponsor shall be the owner of one or more units.

Any Amendment to the Bylaws shall be executed and acknowledged by the President and attested by the Secretary/Treasurer of the Corporation 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.

ARTICLE XIII

Execution of Instruments and Seal

Section 1. Execution of Instruments. All instruments of the Corporation shall be executed under the seal by such officer or officers as the Board of Directors may designate, or as may be otherwise authorized.

Section 2. Seal. The seal of the Corporation shall bear the words: "Condominium Seal, Florentine Homeowners Association, Inc."

ARTICLE XIV

Conflicts

Section 1. Conflicts. These Bylaws are set forth to comply with the provisions of the Act. In case any of these Bylaws conflict with the provisions of the Act or the Master Deed, the provisions of the Act or the Master Deed, as the case may be, shall control.

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