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RETURN: RENNE EDMUNDS
6046 OAK HILLS DR.
OMAHA NE 68137

RESTATED MASTER DEED

THIS REVISED MASTER DEED AND DECLARATION made and entered into this 7th day of JULY 2004, by Golfing Green Condominium Property Regime (hereinafter called Association), a Nebraska Nonprofit Corporation; and

WHEREAS, the Unit Owners of Association desire to revise the original Master Deed filed for record in the office of the Register of Deeds at Book 1518 Page 79 et seq., as amended, on March 24, 1975; and

WHEREAS, more than 66 2/3 of the total basic value of the Unit Owners approved this Restatement of the Master Deed of the Association; and

WHEREAS, this Declaration and Restated Master Deed shall supercede the original Master Deed, as amended, in its entirety, and neither the original Master Deed, or any amendment thereto shall have any further force and effect except for the original drawings and specifications modified by the alteration to Unit #5 as described herein; and

WHEREAS, the Units shall be owned transferred and sold subject to the provisions of this declaration and the Nebraska Condominium Act Sections 76-801, Reissue of 2003, et seq. R.R.S. Nebraska, and the Units shall be subject to the limitations, restrictions and easements contained herein and shall run with the land and shall bind any subsequent purchasers, successors or assigns.

NOW WITNESSETH:

1. The purpose of this Restated Master Deed is to submit the lands herein described and the improvements to be built thereon to the condominium form of ownership and use in the manner provided, (herein called "Condominium Act"), and the name by which this condominium is to be identified is Golfing Green Condominium Property Regime.
2. The lands owned by the condominium regime shall consist of the following:

Lots 82, 83, 84 and 85 in Oak Hills of Millard II, a subdivision in Douglas County, Nebraska, subject to easements, covenants and restrictions of record.
3. The definitions set forth in Section 76-802, R.R.S. Nebraska, Reissue of 2003, shall govern this Master Deed and the attached By-Laws.
4. The condominium will consist of four buildings with a height of not more than one and one-half stories plus basement. The buildings will contain a total of eight apartments or units which may only be used for residential purposes. The condominium will also include automobile garages, public walks, gardens and landscaping. The total ground floor area of all buildings (including garages) aggregate 9,372.8 square feet (except Unit No. 5 which has been increased by an addition to it from the original square footage) and the total land area aggregates 60,928.91 square feet (except as reduced by the increase of square footage of Unit No. 5. The buildings and improvements, together with their location on the land and the area and location of each apartment or unit, are more particularly described in the building plans originally recorded with this Master Deed except as modified by the increase in area of Unit No. 5 and are now hereby

incorporated herein by reference to this Restated Master Deed and made a part of the Restated Master Deed.

5. The following general common elements of the condominium are described as follows:

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 are common elements except that exterior screening, window glass, window sash, window frames, 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 yard areas and equipment that may be included within individual apartment patios and individual apartment fences as delineated on the attached plans shall not be common elements;

Drives, walks 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 water meters 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. It is understood that the only common area maintenance of exterior doors shall be the painting or finishing of the exterior surfaces thereof.

The fence currently separating the south boundary line of the condominium regime from the north boundary of the Oak Hills Country Club parking lot and extending north along the golf course shall be considered common element and shall be maintained, repaired and replaced, if necessary, by the Association.

The purchase, installation, placement, repair, maintenance of mailboxes shall be considered a common element

Despite any provision to the contrary in these recitations, damage to any unit caused by flood waters, as that term is ordinarily understood for insurance purposes, shall be the sole responsibility of the Unit Owner. If the damage is to a party wall then the parties shall apportion the loss between them. The purchase of insurance for flood protection is optional for Unit Owners.

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 apartment definition, then the Association may perform such work, invoice the co-owner for the cost thereof and secure and enforce a claim and lien

against the owner and his apartment in like manner as a delinquent assessment for common element expense.

6. The basic value of the entire condominium regime is \$528,536.00, 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 follows:

Apartment Number	Basic Value	Percentage
1	\$ 64,740.00	12.25
2	64,740.00	12.25
3	54,697.00	10.35
4	54,697.00	10.35
5	73,862.00	13.97
6	64,740.00	12.25
7	75,530.00	14.29
8	75,530.00	14.29

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

- 7.1 Golfing Green Association, 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 By-Laws of said Association are also the By-Laws of this condominium regime and are attached hereto.
- 7.2 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 By-Laws. Assessment 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 assessments, liens and charges for taxes past due and

unpaid on the apartment and except prior duly recorded mortgage and lien instruments.

7.3 Each co-owner shall be responsible:

7.3.1 To maintain, repair and replace at his expense all portions of his apartment that are not included in the definition of common elements.

7.3.2 To 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.

7.3.3 To promptly report to the Association any defect or need for repairs which are the responsibility of the Association.

7.3.4 To maintain, repair or replace sprinkler systems, and all elements of rear deck structures.

7.4 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 nor any portion thereof sold or transferred without first amending this Restated Master Deed to show the changes in the apartments to be subdivided. No unit owner shall lease or rent all or any portion of such unit to any person or entity for use, occupancy or any other purpose not so presently occupied or used. Any transfer of ownership by death to any person, persons or entity shall be subject to these restriction.

7.5 No practice or use shall be permitted on the condominium property or in any apartment which shall be an annoyance to either 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 requisitions or regulations of the Association.

7.6 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 this declaration and to the By-Laws of said condominium which are attached hereto; provided that such modification shall not be binding upon any existing mortgage holders of record unless such mortgage holder likewise consents to such modification in writing.

7.7 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 lien holders of record; which agreement shall be acknowledged and recorded in the Register of Deeds and 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.

- 7.8 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 fully screened from view in a manner approved in writing 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 execution by the Association. Automobile parking will be subject to regulation and restriction by the Association.
- 7.9 No boats, trailers, campers, motorcycles, snowmobiles, immobile cars or like vehicles shall be stored in driveways or common areas.
- 7.10 No signs shall be displayed in yards or common areas except "for sale" signs, and they must be removed within one week of sale.
- 7.11 All notices required hereby shall be in writing and sent by certified or registered mail, return receipt requested:
- 7.11.1 To a co-owner at his last known address on the books of the Association.
- 7.11.2 To the condominium or the Association at the registered office of the Association.

EXECUTED, the date first above written.

GOLFING GREEN CONDOMINIUM
PROPERTY REGIME

By:

Susan Edmunds, Pres.
Susan Edmunds, President

STATE OF NEBRASKA]
] ss
COUNTY OF DOUGLAS]

On the date first above written before me, the undersigned, a Notary Public in and for said County, personally came Susan Edmunds, President and to me personally known to be the President of Golfing Green Condominium Property Regime and the identical person whose name is affixed to the above Master Deed, and acknowledged the execution thereof to be her voluntary act and deed as such officer and the voluntary act and deed of the corporation and that the Corporate Seal of the Corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal in Douglas County on the date first above written.



Notary Public

REVISED AND RESTATED BY-LAWS
OF
GOLFING GREEN CONDOMINIUM PROPERTY REGIME, INC

The majority of the Directors of Golfing Green Condominium Property Regime (hereinafter referred to as "Association"), Inc., a Nebraska nonprofit corporation, and the owners of more than 75 percent of the total basic value of the above-referenced condominium property regime, do hereby accept the following Restated Bylaws of the Association:

Wherever this document may refer to "Declaration" it refers to the Restated Master Deed approved concurrently with these by-laws.

ARTICLE I
NAME AND LOCATION

The name of the Corporation is Golfing Green Condominium Property Regime, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be as designated by the Board of Directors from time to time, and meetings of Members and Directors may be held at such places within Douglas County, Nebraska, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

All terms shall be defined in accordance with the set forth in the Nebraska Condominium Act at Neb. Rev. Stat. Sections 76-827 through 76-894 et seq. as amended.

ARTICLE III
PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Each Member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any Member may assign his rights of enjoyment of the Common Area and facilities to the members of his family or contract purchasers who reside on the Property.

ARTICLE IV
MEMBERSHIP

Section 1: Membership. The membership of the Association shall consist of all Owners of Condominium Units in the Association. Membership in the Association shall be mandatory and no Owner during his ownership of a Condominium Unit shall have the right to relinquish or terminate his membership in the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

Section 2: Succession. The membership of each Condominium Unit Owner shall terminate when they cease to be an Owner of a Condominium Unit, and their membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

ARTICLE V MEMBERSHIP MEETINGS

Section 1: Annual Meeting. The annual meeting of the Association shall be held at the office of the Association on the first Tuesday in May in each year, commencing at 7:00 p.m., or such other time or place as may be designated by the Association's Board of Directors. Each annual meeting shall be for the purpose of electing officers and transacting any other business authorized to be transacted by the Members. If the date set for the annual meeting of the Membership is a legal holiday, the meeting will be held at the same hour on the first day following such legal holiday.

Section 2: Special Meetings. Special meetings shall be held whenever called by the President or Vice-President or by a majority of the Association's Board of Directors, and must be called by such officers upon receipt of a written request from Members entitled to cast two-thirds of the total basic value assigned to all Units of the entire membership.

Section 3: Notice of Meetings. Notice of all meetings, stating the time, date, place and purpose for which the meeting is called, shall be given by the President, Vice-President, Secretary unless waived in writing. Such notice shall be in writing to each Member at the last known address shown on the records of the Association and shall be mailed at least 10 days but no more than 60 days prior to the date of the meeting. Notice of meeting may be waived before or after any such meeting.

Section 4: Quorum. A Quorum at any meeting shall consist of 50 percent of those persons entitled to cast all votes of the Association. If any meeting of the Members cannot be organized because a quorum has not attended, the Members present, either in person or by proxy, may adjourn the meeting for at least 10 days, and adequate notice of the new date shall be given as described in Section 3 of this Article.

Section 5: Voting. Each Member shall be entitled to cast a vote equal to the Allocated Interest assigned to such Unit owned by that Member. If a Unit is owned by one person, his/her right to vote shall be established by the record title to the Unit. If a Unit is owned by more than one person, or if a Unit is owned by a corporation, partnership, trust or any other organization, the vote for such Unit shall be exercised by the person named in a certificate signed by all of the Owners of such Unit. In the event of a disagreement among such multiple persons or representatives of such corporation, partnership, trust or any other organization and an attempt by two or more of them to cast such vote or votes, such persons shall not be recognized, and such vote or votes shall not be counted. No Owner shall be eligible to vote, either in person or by proxy, if that Owner is shown in the books or management accounts of the Association to be more than 60 days delinquent in any payment due the Association or is under suspension for the infraction of any provision of the Declaration or any rule or provision of the Condominium Documents.

Section 6: Proxies. Votes may be cast in person or by proxy as provided in the Act.

ARTICLE VI BOARD OF DIRECTORS

Section 1: Number. The business of the Association shall be managed by a Board of Directors consisting of the eight unit owners of the association. An owner becomes a director at the time of the completion of purchase of a unit and terminates his or hers office as director

upon the completion of sale of their unit. A unit owner may elect not to serve or to serve as director at their discretion at any time during their ownership by giving notice to such effect to the other members of the board.

Section 2: Qualifications. Anyone who is not a member of the association or a unit owner cannot be a member of the Board of Directors.

ARTICLE VII MEETING OF DIRECTORS

Section 1: Regular Meeting. Regular meetings of the Board of Directors shall be held at such times and places which are determined, from time to time, by a majority of the Association's Board of Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or equivalent service, at least three days prior to the date of any regular meeting. Notice of meeting may be waived before or after any such meeting.

Section 2: Special Meetings. Special meetings of the Board of Directors may be held at the request of the President, Vice-President or Secretary, and must be held at the written request of two-thirds of the Directors. Notice of special meetings shall be given to each Director, personally or by mail, telephone or equivalent service, at least 48 hours prior to the date of any special meeting. Such notice shall state the time, date, place and purpose of the special meeting. Notice of meeting may be waived before or after any such meeting.

Section 3: Quorum. A quorum at Directors' meetings shall consist of 50 percent of the votes thus represented of the entire Association's Board of Directors present at the beginning of a meeting. The acts approved by a majority of those Directors present at any meeting at which a quorum is present shall constitute the acts of the Association, except where approval by a greater number of Directors is required by the Declaration of Condominium or these By-Laws. If at any meeting of the Board of Directors less than a quorum is present, the majority of those present may adjourn the meeting until a quorum is present. Upon reconvening an adjourned meeting, any business called may be transacted without the necessity of providing any further notice.

Section 4: Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VIII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1: Powers. The Board of Directors shall have the power to:

- a. Elect and remove the officers of the Association.
- b. Adopt and publish rules and regulations governing the use of the Common Elements and related facilities, and the personal conduct of the Members and their guests.
- c. Suspend the right of a Member to vote during any period when such Member shall be in default in the payment of any assessments levied by the Association.

Such right may also be suspended after notice and hearing, for a period not to exceed 90 days, for infraction of published rules and regulations promulgated by the Board;

- d. Make repairs within the individual Condominium Units where such repairs are required for the welfare or safety of other Condominium Unit Owners, or for the preservation or protection of the Common Elements;
- e. Grant or relocate easements over, across or through the Common Elements as the Board may determine to be beneficial to the Members;
- f. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these By-Laws, the Articles of Incorporation or the Declaration.

Section 2: Duties. It shall be the duty of the Board of Directors:

- a. To cause to be kept a record of all acts and corporate affairs;
- b. To supervise all officers, agents and employees of this Association, if any, and to see that their duties are properly performed;
- c. As more fully provided herein and in the Declaration:
 - i. To fix the annual amount of each Assessment Unit;
 - ii. To send written notice of any change in assessment to every Owner subject thereto at least 15 days in advance of each annual assessment period;
- d. To issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of the payment of any assessment therein stated to have been paid;
- e. To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association;
- f. To cause the Common Elements to be maintained; and
- g. To cause all other affairs and business of the Association to be properly conducted and administered.

ARTICLE IX
OFFICERS AND THEIR DUTIES

Section 1: Enumeration of Officers. The executive officers of the Association shall consist of a President, a Vice-President, Treasurer and Secretary.

Section 2: Election of Officers. The election of officers shall be made by a majority vote of the Board of Directors.

Section 3: Term. The officers of this Association shall be elected every two years by the Board and each shall hold office for two years unless they shall sooner resign, or shall be removed, or otherwise become disqualified to serve.

Section 4: Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5: Vacancies. A vacancy in any office may be filled by a majority vote of the quorum present of the Directors. The officer elected to such vacancy shall serve for the remainder of the term of the officer they replace.

Section 6: Multiple Offices. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 7: Duties. The duties of the officers are as follows:

- a. President. The President shall be the Chief Executive Officer of the Association, and shall supervise and control all of the business and affairs of the Association. The President shall, when present, preside at all meetings of the Members and all meetings of the Board. The President may sign, with or without any other officer of the Association as authorized by the Board, deeds, mortgages, bonds, contracts or other officer or other instruments which the Board has authorized to be executed, except where the signing and the execution thereof shall be expressly delegated by the Board or by these By-Laws to some other officer or agent of the corporation or shall be required by law to be otherwise signed or executed. The President shall have the power to appoint and remove one or more administrative Vice-Presidents of the Association and such other assistants to the various elected officers of the Association as is necessary for the accomplishment of their duties. In general, the President shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board.
- b. Vice-President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice-President, or if there is more than one Vice-President, the Senior Vice-President, shall perform the duties of the President, and when so acting shall have all the powers of, and be subject to, all the restrictions upon the President. Otherwise, such Senior and other Vice-Presidents shall perform only such duties as may be assigned by the President or by the Board.
- c. Secretary. The Secretary shall keep the minutes of the meetings of the Members and the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws, or as required by law; be custodian of the records of the Association except those of the Treasurer; keep or cause to be kept under their general supervision by a

registrar or transfer agent appointed by the Board, a register of the name and post office address of each Member as furnished by such Member; have general charge of the transfer books of the corporation; and in general perform all duties incidental to the office of the Secretary and such other duties as may be assigned to them by the President or by the Board. The duties of the Secretary may be performed by the managing agent.

- d. Treasurer. The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Association; receive and give receipts for money due and payable to the corporation from any source whatsoever, and deposit all money in the name of the Association in such banks, trust companies or other depositories as shall be directed by the Board; shall sign all checks and promissory notes of the Association except in those instances where the Board has delegated the authority to sign checks to a managing agent employed by the Association; shall keep proper books of account; may cause an annual audit of the books of the Association to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Members at the regular annual meeting of the Members, and shall deliver a copy of such to the Members.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association; a copy shall be provided initially for the Owners of each Unit, and additional copies shall be made available for purchase by Members at reasonable costs.

ARTICLE XI COMMON EXPENSES

Section 1: Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray Common Expenses.

Section 2: Assessments

- a. All Owners shall be obligated to pay the estimated assessments imposed by the Board of Directors of the Association to meet the Common Expenses. The Common Expenses of the Association shall be assessed among all of the Condominium Unit Owners in accordance with the Owners' share in the Common Elements as set forth in Paragraph 6 of the Declaration. Assessments for the estimated Common Expenses of the Association shall be due in advance on the first day of each calendar month or less frequently as may be determined by the Board of Directors. The method of assessment described herein may not be amended without the written approval of two-thirds of the Owners of the individual Condominium Units.
- b. Each Unit Owner's obligation of payment of assessments shall be prorated to the closing date of the purchase of the Condominium Unit.

- c. Assessments shall be based upon the cash requirements deemed to be such aggregate sum as the Board of Directors of the Association shall from time to time determine is to be paid by all of the Condominium Unit Owners, to provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements of and to the Common Elements which are the responsibility of the Association, and the real property and improvements owned by the Association.
- d. Pursuant to the provisions of the Declaration and By-Laws, the Board of Directors may levy such assessments for the purpose of defraying the cost of repair or reconstruction of the improvements in the event of their damage.
- e. The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification or release of the Owners' obligation to pay the same.
- f. The Association shall have all of the powers of the Association enumerated in the Act.

Section 3: Association Lien for Nonpayment of Common Expenses

- a. All sums assessed by the Association but unpaid for the share of Common Expenses chargeable to any Condominium Unit shall constitute a lien on such Unit superior to all other liens and encumbrances, except only for tax and special assessment liens of the Condominium Unit in favor of any assessing entity, and all sums unpaid on any Mortgage, Trust Deed or other lien of record, including all unpaid obligatory sums as may be provided by such encumbrances, that may be filed of record in the office of the Douglas County Register of Deeds prior to the recordation of the Association's lien for unpaid Assessments. To evidence such lien, the Board of Directors shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of accrued interest and late charges thereon, the name of the owner of the Condominium Unit and a description of the Condominium Unit. Such notice of lien shall be signed by one of the Members of the Association's Board of Directors or by one of the officers of the Association on behalf of the Association and shall be recorded in the Recorder's Office for Douglas County, Nebraska. Such lien shall attach and be effective from the due date of the assessment until all sums, with interest and other charges thereon, shall have been fully paid.
- b. The Association by its Board of Directors may levy a special assessment against any individual Unit or any Unit Owner for the reasonable expenses incurred in the reconstruction or repair to the Common Elements, Limited Common Elements, the individual Unit or any Unit Owner for damage or destruction caused by said individual Unit Owner's misconduct, negligence or infraction of the published rules and regulations of the Association.
- c. Such lien may be enforced by the foreclosures of the defaulting Owner's Condominium Unit by the Association in the manner of a deed of trust or mortgage on real property upon the recording of a notice of claim thereof. In any such proceeding, the Owner shall be required to pay the costs, expenses and

attorney's fees incurred for filing the lien, and in the event of foreclosure, all additional costs, all expenses and reasonable attorney's fees incurred. The Owner of the Condominium Unit being foreclosed shall be required to pay the Association the monthly assessment for the Condominium Unit during the period of foreclosure, and the Association shall be entitled to a receiver during foreclosure. The Association shall have the power to bid on the Condominium Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey and otherwise deal with the same.

- d. Any Mortgagee holding a lien on a Condominium Unit may pay, but shall not be required to pay, any unpaid Common Expenses payable with respect to such Unit, and upon such payment, such encumbrancer shall have a lien on such Unit for the amount paid of the same rank as the lien of this mortgage or encumbrance without the necessity of having to record a notice of claim of such lien. Upon request of a mortgagee, the Association shall report to the mortgagee of a Condominium Unit any unpaid assessments remaining unpaid for longer than 30 days after the same is due; provided, however, that a mortgagee shall have furnished to the Association notice of such encumbrance.
- e. The recorded lien may be released by recording a Release of Lien signed by one of the Members of the Association's Board of Directors, by one of the officers of the Association and/or the Managing Agent on behalf of the Association and shall be recorded in the Recorder's Office for Douglas County, Nebraska.
- f. Notwithstanding any of the foregoing provisions, any mortgagee who obtains a title to a Condominium Unit pursuant to the remedies set forth in its mortgage or deed of trust shall take title to the Unit free and clear of all common expense assessments levied thereon prior to such transfer of title and free and clear of all liens created as a result of such assessments.

ARTICLE XII INSURANCE

Fire and extended coverage insurance policies upon the condominium property including the structure but not including 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 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. Insurance premiums shall be deemed common element expense. An appropriate amount of insurance shall be maintained by the Association in an amount deemed advisable and appropriate from time to time to adequately insure the property of the Association in case of damage or loss. 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 those 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 on underinsurance, 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 unit owner may obtain additional insurance at his own expense.

ARTICLE XIII INDEMNIFICATION

The Association shall indemnify and hold harmless each of its Directors, Officers, Managing Agent and each member of any committee appointed by the Board against any and all liability arising out of any acts or the Directors, Officers, Committee Members or Board or arising out of their status as Directors, Officers or Committee Members, unless any such act is a result of gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses including, by way of illustration but not of limitation, attorney's fees and costs reasonably incurred in connection with the defense of any claim, action or proceeding, whether civil, criminal, administrative or other, in which any such Director, Officer or Committee Member, may be involved by virtue of such person having the status of a Director, Officer or Committee Member, provided, however, that such indemnity shall not be operative with respect to any matters to which such person shall have been finally adjudged in such action or proceeding to be liable for gross negligence or criminal intent in the performance of his duties.

ARTICLE XIV AMENDMENTS

These By-Laws may be changed, modified or amended, at a regular or special meeting of the Members, by two thirds of the votes entitled to be cast by the Members at a regular or special meeting called for that purpose. Any such amendment shall be executed and acknowledged by the President of the Association and attested to by the Secretary of the Association on behalf 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.

ARTICLE XV MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year, except that the first fiscal year shall begin on the date of incorporation. These Revised and Restate By-Laws of the Association shall supersede any By-Laws, as amended, of the Association, in their entirety.

IN WITNESS WHEREOF, the undersigned, being the President of the Association, hereby certify that more than 75 percent of the total basic property value have approved and adopted this Restatement of Master Deed and these By-Laws at a meeting held after due and proper notice was given on the 7th day of July 2004, this 22nd day of FEBRUARY, 2005.

EXECUTED, the date first above written.

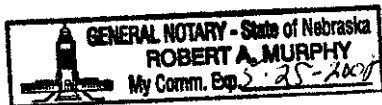
GOLFING GREEN CONDOMINIUM
PROPERTY REGIME

By: Susan Edmunds, Pres.
Susan Edmunds
President

STATE OF NEBRASKA]
] ss
COUNTY OF DOUGLAS]

On the date first above written before me, the undersigned, a Notary Public in and for said County, personally came Susan Edmunds, President and to me personally known to be the President of Golfing Green Condominium Property Regime and the identical person whose name is affixed to the above Master Deed, and acknowledged the execution thereof to be her voluntary act and deed as such officer and the voluntary act and deed of the corporation and that the Corporate Seal of the Corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal in Douglas County on the date first above written.



Robert A. Murphy
Notary Public

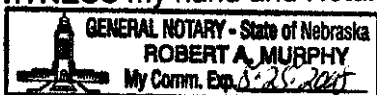
I hereby attest, as Secretary to the above Association, that the foregoing Restatement of Master Deed and Restated of By-Laws is an accurate and true reflection of the action taken by the membership of the Association on the 7th day of JULY, 2004.

Mary Murphy
Mary Murphy

STATE OF NEBRASKA]
] ss
COUNTY OF DOUGLAS]

On the date first above written before me, the undersigned, a Notary Public in and for said County, personally came Mary Murphy, Secretary and to me personally known to be the Secretary of Golfing Green Condominium Property Regime and the identical person whose name is affixed to the above Master Deed, and acknowledged the execution thereof to be her voluntary act and deed as such officer.

WITNESS my hand and Notarial Seal in Douglas County on the date first above written.



Robert A. Murphy
Notary Public