

83-123  
FIRST AMENDMENT TO MASTER DEED AND BY-LAWS  
OF  
GOLFING GREEN CONDOMINIUM PROPERTY REGIME

BOOK 5534 PAGE 647

The undersigned are the owners of more than 75 per cent of both the number and of the basic value of the apartments in the foregoing-named condominium created by Master Deed, recorded in Deed Book 1518, Page 79 in the Register of Deeds of Douglas County, Nebraska and hereby partially amend said Master Deed, the By-Laws and the condominium plans attached thereto, as follows:

1) Subparagraph (h) of Paragraph 7 of said Master Deed is hereby wholly amended to read as follows:

"h) This condominium regime may be terminated or waived by written agreement of co-owners representing three-fourths or more of the total basic value of the condominium and by all 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 after prior termination or waiver of the regime as above provided, then all co-owners shall be bound to execute such deeds or other documents reasonably necessary to effect such sale or disposition when and as required by the Board of Directors of the Association. In such case, any pending partition action shall be dismissed in order to permit completion of such sale or disposition. In no event may the condominium property be sold or otherwise disposed of without the prior termination or waiver of the regime, unless such sale or disposition is approved in writing by co-owners representing 100 per cent of the total basic value of the condominium and by the holders of all mortgages of record covering any apartments within the condominium.

Notwithstanding any provision in the By-Laws, there shall be no reduction or deletion or conveyance of the common elements without the prior written consent of the holders of all mortgages of record against any apartments within the condominium.

2) The condominium building plans referred to in Paragraph 4 of said original Master Deed and attached thereto are hereby wholly amended by substituting the attached Sheets one through seven for the original building plans attached to said original Master Deed.

3) Paragraph 4 of said original Master Deed is hereby partially amended by substituting 19,130.52 square feet for 9,372.8 square feet as the corrected ground floor area of all buildings in the condominium.

4) Article 13 of the By-Laws attached to said original Master Deed is hereby partially amended by deleting the first three (3) sentences thereof and substituting the following:

"The association shall furnish and maintain in full force and effect a policy or policies of fire insurance with extended coverage, vandalism and malicious mischief endorsement, for the full insurable replacement value of the common elements and of the apartments to provide

for restoration thereof to tenantable condition in the event of damage. This policy or policies shall be written in the name of, and the proceeds thereof shall be payable to, the Board of Administrators, as Trustees for each of the apartment owners in the percentages established in the Master Deed and to the respective mortgagees of the apartment owners as their respective interests may appear. Said policy or policies shall provide for separate protection for each apartment and its attached, built-in, or installed fixtures and equipment to the full insurable replacement value thereof and with a separate loss-payable endorsement in favor of the mortgagee or mortgagees of each apartment. Such policy or policies shall permit the waiver of subrogation and shall provide that the insurance company or companies will not look to the Board of Administrators, or any apartment owner, for the recovery of any loss under such policy or policies. Such policy or policies shall not be cancellable except after ten days' written notice to the mortgagee. A copy or a duplicate of such policy or policies shall be deposited with the mortgagee with evidence of the payment of premiums, and the renewal policy shall be deposited with the mortgagee not later than ten days prior to the expiration of existing policies."

5) Except as above amended, said original Master Deed, By-Laws and Condominium Plans remain unchanged.

EXECUTED this 15th day of July, 1975.

Owner

Apartments Owned in  
Golfing Green Condominium  
Property Regime

HALL GROVE, INC.

Apartments 2 through 8

By: Harold E. Grove  
President

Apartment 1

GOLFING GREEN ASSOCIATION, INC.

Attest:

Edward L. Chedister  
Secretary

By:

Harold E. Grove  
President

STATE OF NEBRASKA)

) ss.

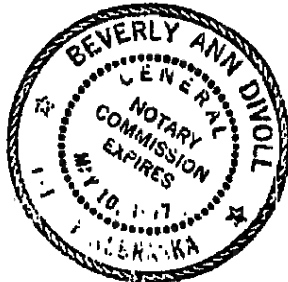
COUNTY OF DOUGLAS)

On the date last-above written before me, the undersigned, a Notary Public in and for said County, personally came HAROLD E. GROVE

as President of Hal Grove, Inc. and of Golfing Green Association, Inc.,  
~~and for the same~~

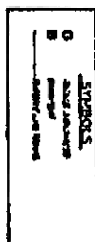
and they severally acknowledged the execution of the First Amendment to Master Deed and By-Laws to be their voluntary act and deed, and the voluntary act and deed of said Corporations.

WITNESS my hand and Notarial Seal the date last-above written.



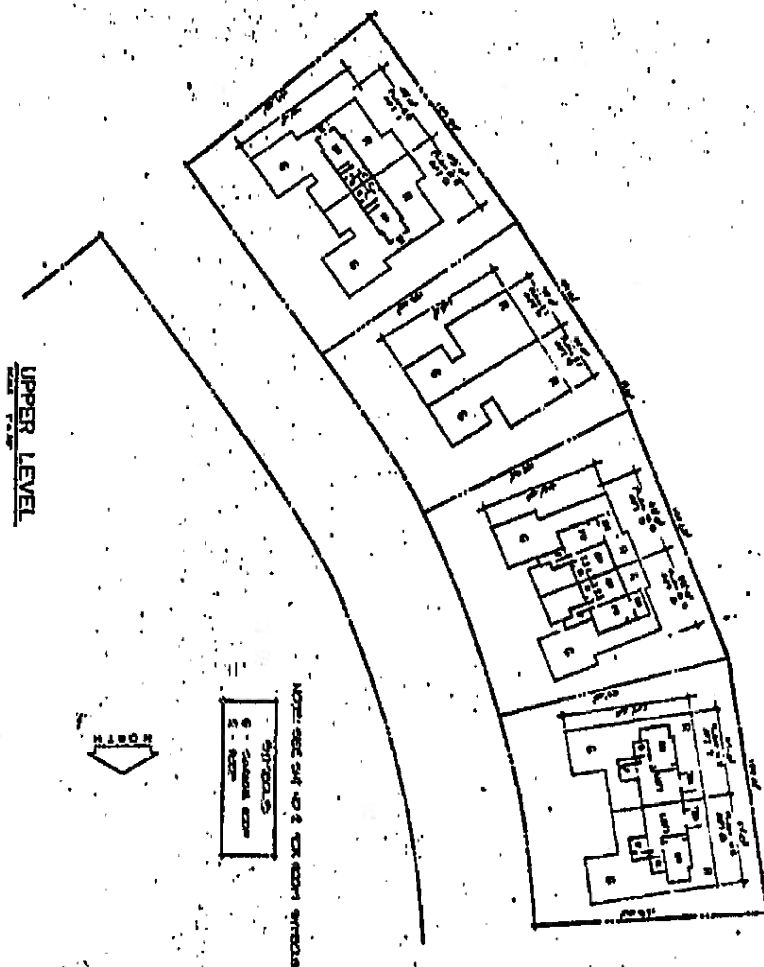
*Beverly Ann Divoll*  
Notary Public

**LOWER LEVEL**  
Scale 1 - 25

[illegible]



**GOLF GREEN**



**UPPER LEVEL**

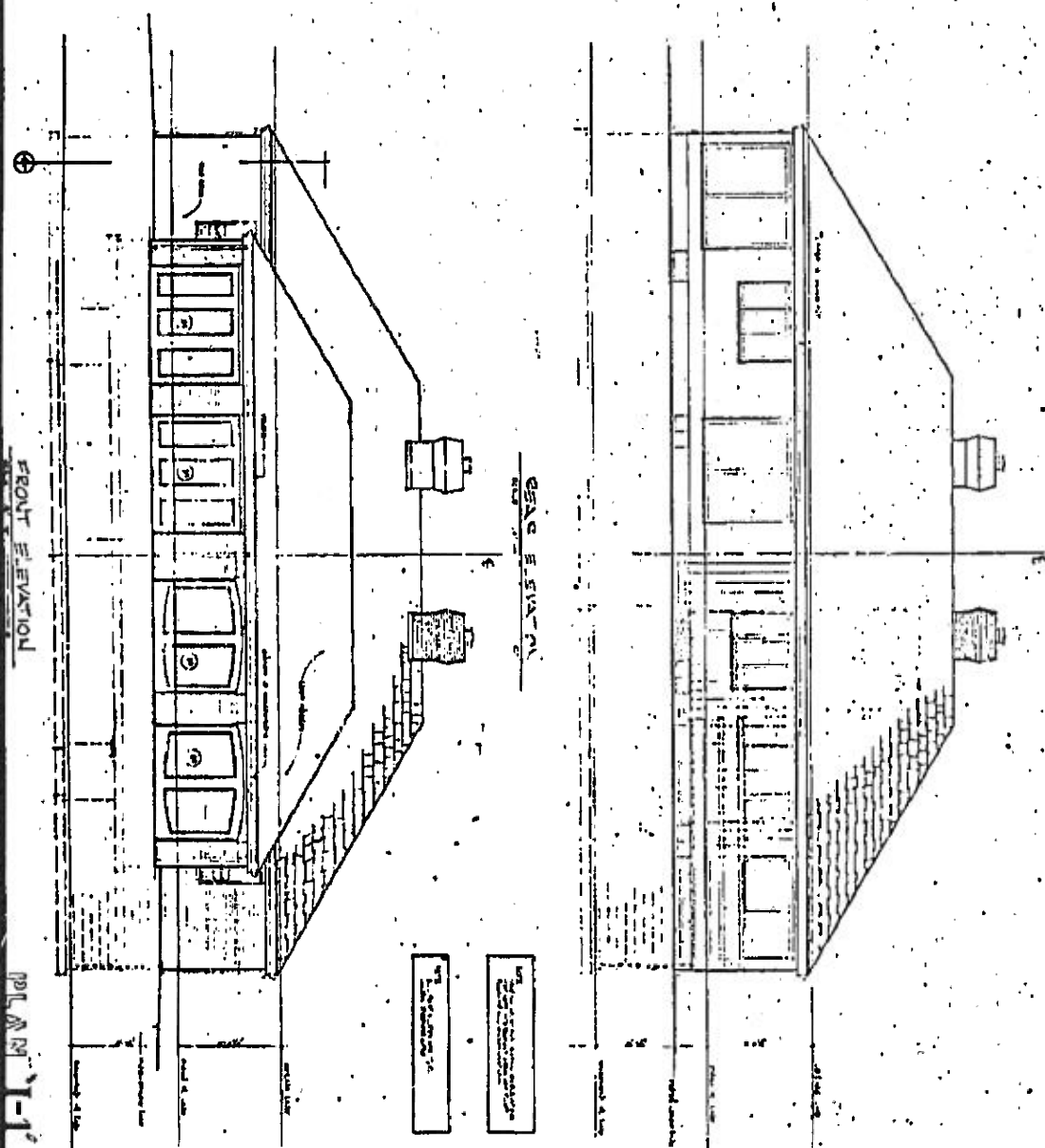


**NOTES ON THE CONTRIBUTORS**

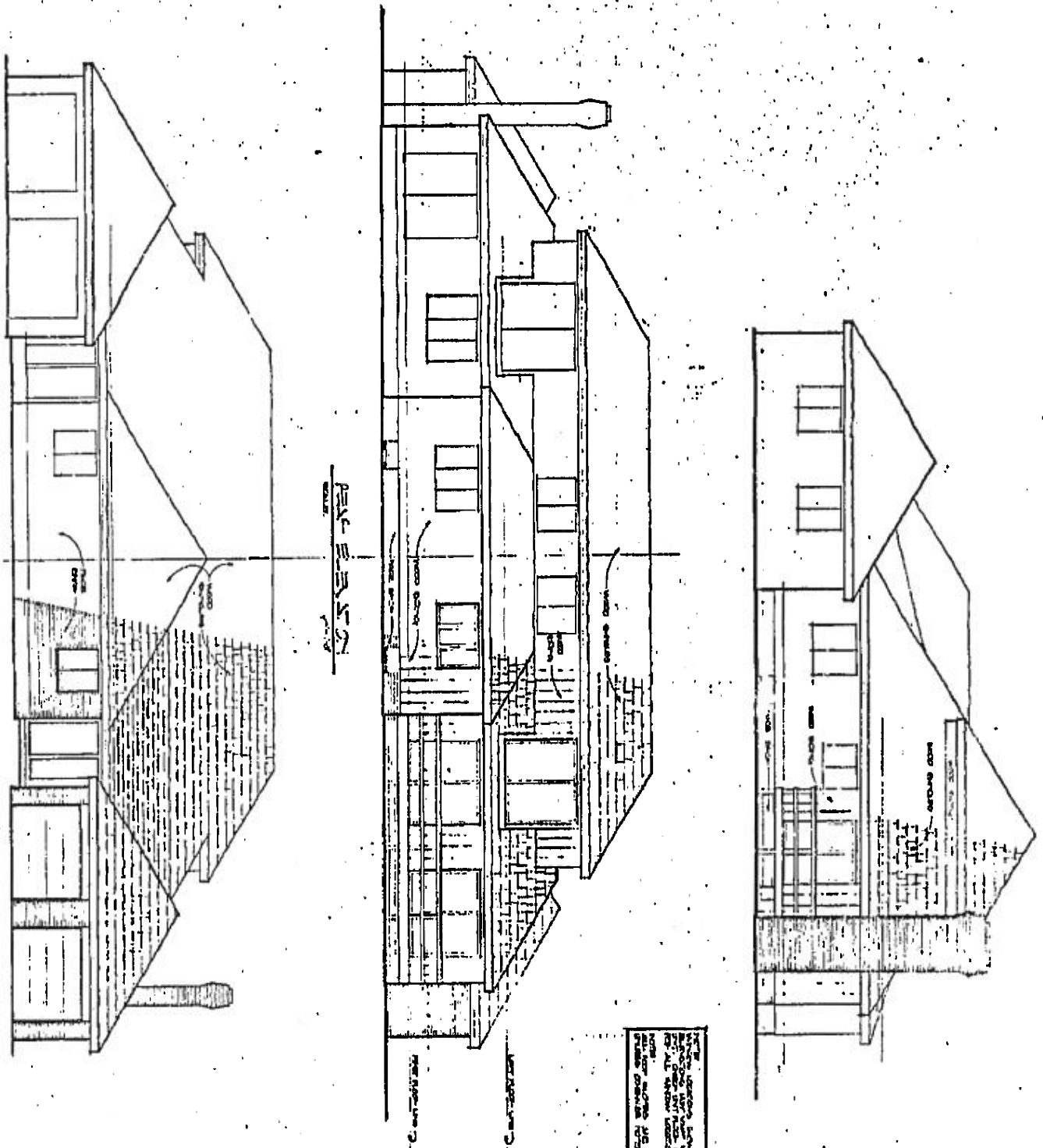
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7 - 100-000000











NOTES:  
1. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.  
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.  
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.  
4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.  
5. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.

PLAN 'G-5'

BRUCE WIDSTROM ASSOCIATES ARCHITECTS

4001 GARDEN STREET

MINNEAPOLIS, MINNESOTA 55412

PHONE 337-7300



G-5 ELEVATIONS  
GARDEN STREET  
10-20-1968

ADJUSTMENT  
Elev., G-5

1. FOUNDATION	2. EXTERIOR WALLS	3. ROOFING	4. INTERIOR WALLS	5. FLOORS	6. CEILING	7. DOORS	8. WINDOWS	9. STAIRS	10. PORCHES	11. PATIOS	12. DRIVEWAYS	13. LANDSCAPING	14. UTILITIES	15. OTHER
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