

## AMENDMENT TO MASTER DEED AND DECLARATIONS

Identified as Golfing Green Condominium Property Regime.  
 Lots 82, 83, 84 and 85 in Oak Hills of Merrill II  
 The original is filed in Book 1518, pages 79 through 83

On page 81:  
 Add to 7)c):

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

On page 83:  
 Add as:

j) No boats, trailers, campers, motorcycles, snowmobiles, immobile cars or like vehicles will be stored in driveways or common areas.

k) No signs shall be displayed in yards or common areas except "for sale" signs, and they must be removed within one week of sale.

Reletter current "j)" as "L".

Executed this 2 day of June, 1987.

Golfing Green Condominium Property Regime

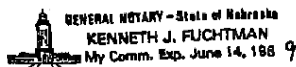
By: Robert R. Haack  
 President

76-313215 KP  
 8/16 83-359/260  
 PG 422-427 83/359 DEL MC  
 OF Meacham 76-223  
 COMP 10 FIB 65-139.0

On this day before me, the undersigned, a Notary Public in and for Douglas County, State of Nebraska, personally came ROBERT R. HAACK, President of GOLFING GREEN CONDOMINIUM PROPERTY REGIME, (a corporation) to me personally known to be the President and the identical person whose name is affixed to the above Amendment to the Master Deed, and acknowledged the execution thereof to be his voluntary act and deed of said corporation.

WITNESS my hand and Notarial seal in said County on this date.

Kenneth J. Fuchtmann



RECEIVED  
 1987 JUN -2 AM 10:50  
 GEORGE J. BUGLEWICZ  
 REGISTER OF DEEDS  
 DOUGLAS COUNTY, NEBR.

Shelley 1.066

BY-LAWS

Revised - May 5, 1987

1) These are the By-Laws of Golfing Green Property Regime, Inc., a Nebraska non-profit corporation with its registered office at 6028 Oak Hills Drive, Omaha, Nebraska 68137.

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

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

4) ANNUAL MEMBER'S MEETING. This meeting will be held for the purpose of electing a Board of Officers and transacting any other business that may come before the meeting. Said annual meeting shall be called by the President of the Association and shall be held no later than the second Wednesday in April.

5) SPECIAL MEMBERS' MEETINGS may be called by the President or any officer, and must be called upon receipt of written request from members holding at least two-thirds of the total basic value of the condominium regime. Notice of special meeting shall be given by 10 days written notice delivered or mailed to each apartment. Notices may be waived either before or after the meeting.

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

7) OFFICERS. The officers of the Association shall be elected by the vote of the membership. Any person may hold two or more offices, but no one person shall hold the office of President and Secretary. The officers of the Association

shall consist of a President, Vice-president, Secretary and Treasurer and such additional officers as the membership shall deem necessary from time to time.

a) The President (or Vice-president in the absence or disability of the President) shall be the chief executive officer of the Association; shall preside at meetings of members; shall execute all contracts and instruments; shall have general management of corporate affairs.

b) The Secretary shall record the minutes of meetings; shall have custody of the corporate seal and affix it to such instruments as are authorized by the President.

c) The Treasurer shall have custody of corporate funds and securities; shall account for all corporate receipts and disbursements.

8) THE AFFAIRS OF THE ASSOCIATION shall be managed by a Board of Officers. Said officers will be members of the Association and shall be elected by the members at each annual meeting of the members. Vacancies occurring on the Board shall be filled by a vote of the members at the annual meeting or a specially called meeting. An officer may be removed by a majority vote of the members, and the vacancy thus created filled by a like vote. The normal term of each officer shall be for two years, or until his successor is duly elected and qualified. The Officers shall have authority for the care, upkeep and surveillance of the condominium buildings and its general or limited common elements or services and also the designation and dismissal of the personnel necessary for the works and the general or limited common services of the buildings. Compensation of employees of the Association shall be fixed by the Board. An officer or other member may be an employee of the Association.

9) BUDGET. The Board shall adopt a budget for each fiscal year which shall include the estimate of funds required to defray common expenses in the coming year and to provide funds for current expenses, reserves for deferred maintenance, reserves for replacement, and reserves to provide a working fund or to meet anticipated losses. The budget shall be adopted at the annual meeting. A copy of the budget shall be given to every member. Budgets may be amended during a current year where necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be given to every owner as promptly as possible. There shall be no enlargement of the common elements or additional structures built as part of the common elements if such enlargement or additional construction costs more than \$3000.00 unless and until such proposal is approved in writing by co-owners representing at least three-fourths of the total basic value of the condominium.

10) ASSESSMENTS against each apartment owner for such common expenses shall be made annually on or before the fiscal year end preceding the year for which assessments are made. The annual assessments shall be due in twelve equal, monthly payments on the first day of each month. The assessment to be levied against each apartment shall be such apartment's pro-rata share of the total annual budget based upon the percentage share of such apartment's basic value as set forth in the Master Deed establishing the condominium. In case of an amended budget as provided in Article 9, the amended assessment shall be payable at the times specified in the notice of the amended assessment sent to each owner. If any co-owner shall fail or refuse to make any payment of an assessment when due, the amount thereof shall constitute a lien on the interest of the co-owner in his apartment and the Officers may record such lien in the Office of the Register of Deeds; whereupon, said lien shall be privileged over and prior to all liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the apartment and except prior duly recorded mortgage and lien instruments. Assessments delinquent more than ten days after the due date shall bear interest at the highest legal contract rate from the due date until paid. The delinquency of one installment of an assessment shall cause all remaining installments to immediately become due, payable and delinquent.

11) INSURANCE. Fire and extended coverage insurance policies upon the condominium property including the structure but excluding the furnishings of individual apartments shall be purchased by and in the name of the Association for the benefit of the Association and the apartment co-owners as their interests may appear. Provision shall be made (if possible) for the issuance of certificates of insurance to holders of first mortgages upon individual apartments. The insurance shall cover all buildings and improvements upon the land and all personal property included in the common elements in an amount equal to the full insurable value thereof (excluding foundation, walks, drives and excavation costs) as determined annually by the Association, but with co-insurance clauses being permitted. A minimum \$1,000,000 umbrella liability coverage will be carried. In addition, insurance shall be procured for workmen's compensation coverage (where applicable) and at least \$100,000/300,000 B.I. and \$50,000 P.d. Public liability insurance covering the common elements and such other insurance as the Association may deem advisable from time to time. Insurance premiums shall be deemed common element expense. The Association is hereby irrevocably appointed agent for each apartment co-owner and his mortgagee to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims without joinder by the co-owner or his mortgagees. All insurance proceeds shall be applied by the Association towards repairing the damage suffered; provide~ that reconstruction or repair

shall not be compulsory where the damage exceeds two-thirds of the value of the buildings and improvements. In such case, and unless otherwise agreed upon in writing by co-owners representing three-fourths of the total basic value of the condominium within 120 days after such damage or destruction, the condominium regime shall be deemed waived, and the property shall be subject to a partition action and may be sold and the proceeds along with the insurance indemnity, if any, shall be credited to each apartment co-owner in accordance with his percentage interest specified in the Master Deed, and said sums shall be first applied towards satisfaction of any recorded first mortgage against each apartment, next towards satisfaction of junior recorded liens in order of their priority, and the remainder paid to each apartment owner. In case the insurance proceeds do not equal the cost of repairs, the excess cost shall be considered a common element expense to be assessed and collected by the Association from the co-owners; provided however, that in such case of under-insurance, the co-owners may by unanimous resolution adopted after the date of loss, elect not to repair the damage. In cases of over-insurance, any excess proceeds of insurance received shall be credited to the common element working fund. Each apartment co-owner may obtain additional insurance at his expense.

12) Expenditures for maintenance, repair or replacements of common areas must be approved in advance by two of the officers of the Association.

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

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

Executed this 2 day of June, 1987.

Golfing Green Condominium Property Regime

By:

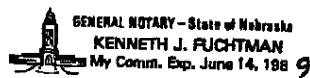
Robert R. Haack

President

On this day before me, the undersigned, a Notary Public in and for Douglas County, State of Nebraska, personally came ROBERT R. HAACK, President of GOLFING GREEN CONDOMINIUM PROPERTY REGIME, (A corporation) to me personally known to be the President and the identical person whose name is affixed to the above Amended By-Laws, and acknowledged the execution thereof to be his voluntary act and deed of said corporation.

WITNESS my hand and Notarial seal in said County on this date.

Kenneth J. Fuchtmann



RECEIVED  
JUN 15 1987  
CLERK OF DISTRICT COURT  
DOUGLAS COUNTY, NEBRASKA