

DECLARATION AND MASTER DEED
CREATING LEAVENWORTH CROWN
TOWNHOMES CONDOMINIUM

THIS DECLARATION AND MASTER DEED is made this 30 day of April, 1984 by LEAVENWORTH CROWN, a joint venture, composed of FINDLEY LTD., INC., a Nebraska corporation and KNOLLWOOD, INC., a Nebraska corporation, for itself, its successors, assigns and grantees (herein called "Owner").

I. PURPOSE AND NAMES.

The purpose of this Declaration and Master Deed is to submit the following described real estate and improvements to be built thereon to the condominium form of ownership and use, as provided by Section 76-825 to 76-894, Reissued Revised Statutes, Nebraska, 1943, as amended (herein called "Uniform Condominium Act"), and the name of this condominium is "Leavenworth Crown Townhomes Condominium". The name of the townhome owners' association of the condominium is "Leavenworth Crown Townhome Coowners' Association, Inc.", a Nebraska nonprofit corporation, (herein called "Association").

II. REAL ESTATE DESCRIBED.

Owner hereby declares, conveys and submits to said condominium form of ownership the following described property, all located in Douglas County, Nebraska:

Lots one (1) and two (2), Block twenty (20), West Omaha, an addition to the City of Omaha, according to the recorded plat thereof, subject to easements of record.

III. DEFINITIONS.

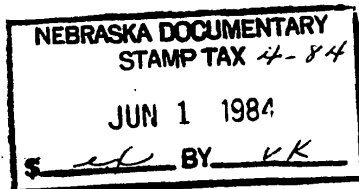
Except as hereinafter modified, the definitions set forth in Section 76-827 of the Uniform Condominium Act shall govern this Declaration and Master Deed.

a. "Unit" shall at all times be called and defined herein as "townhome", and shall mean and include those parts of a residence and its garage or an office, consisting of: all interior spaces, interior partitions, doors and walls, and other fixtures and improvements located therein; all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and other materials constituting part of the finished surfaces of the boundary walls, floors and ceilings thereof; and all appliances and fixtures located within the yards, gardens and parking areas denoted as limited common elements for the townhome.

b. "Condominium" shall mean the entire condominium property, including all buildings, land and other improvements upon the land as set forth in this Declaration and Master Deed.

c. "Common Elements" shall mean and include: the land on which the buildings stand, including all surrounding land embraced within the legal description in paragraph II. hereof, except that denoted as limited common elements; the foundation, and exterior walls and surfaces of all buildings, except those portions defined as part of the townhomes; roofs, walks, yards, gardens, and parking areas except as specified as limited common elements; and all other parts of the condominium which are not located within the townhomes or specified as limited common elements.

d. "Limited Common Elements" shall mean and include: shutters, awnings, window boxes, door steps, stoops, porches, balconies, exterior doors and windows, roofs, patios, walks, yards,



gardens, decks and parking areas denoted as reserved to respective townhomes and located upon and within the townhome limit lines as shown on Exhibit "A" attached hereto and by this reference incorporated herein.

IV. DESCRIPTION OF CONDOMINIUM.

The condominium will consist of four (4) buildings, variously to be one to three stories in height, and shall include basements. The buildings will contain a total of nineteen (19) townhomes, sixteen (16) of which shall be private residences with garages, and three (3) of which shall be offices. The condominium will also include parking areas, walks, drives, yards, gardens, landscaping and fixtures. The total living space area of all buildings aggregates approximately thirty-seven thousand, five-hundred (37,500) square feet, including garages but excluding basements; and the total land area aggregates sixty-one thousand, seven-hundred ten (61,710) square feet. The buildings and other improvements together with their location on the land, and the area and location of each townhome together with the townhome's identifying number, are more particularly described in the plans which are attached hereto as Exhibits "A" and "B" and by this reference incorporated herein.

V. ALLOCATION OF COMMON ELEMENTS, EXPENSES AND VOTES.

Each townhome shall have a one-nineteenth (1/19th) undivided interest in the common elements and share equally in the common expenses of the Association; provided, however, common expenses for the maintenance, repair or replacement of limited common elements must be equally assessed only against those townhomes to which they are reserved, and common expenses benefiting fewer than all townhomes must be assessed only against those townhomes benefited. The costs of insurance may at the discretion of the Association be assessed in proportion to the risk. Each townhome shall have one (1) vote, for a total of nineteen (19) votes, in the Association. These allocations are based on the premise that the individual townhomes should share equally in the regime of the condominium, regardless of size or character.

VI. COVENANTS, CONDITIONS AND RESTRICTIONS.

The following covenants, conditions and restrictions relating to this condominium shall run with the land and bind all townhome owners and their tenants, employees, licensees and invitees, and all others who use the condominium including those who acquire an interest in any townhome through foreclosure, enforcement of any lien, or otherwise.

a. The Association has been organized to provide the exclusive management of the condominium. All townhome owners shall be the sole members of the Association. The condominium shall be governed by the Association. The Association shall be governed by a set of by-laws. The Association shall be managed by an executive board.

b. All common elements are for the use and enjoyment of all townhomes. The limited common elements are for the exclusive use and enjoyment of the townhome(s) to which they are reserved.

c. The Association is responsible for the maintenance, repair and replacement of all common elements and limited common elements. The townhome owner is responsible for the maintenance, repair and replacement of his townhome.

d. Each townhome which is designated as a residence shall

be used and occupied only as a single-family residence and for no other purpose. No townhome may be subdivided into smaller townhomes or apartments.

e. All townhomes, common elements and limited common elements in the condominium shall be originally designed and built by LEAVENWORTH CROWN, the Owner.

f. No activity or use shall be permitted in the condominium, including in any townhome, which shall be a nuisance to other townhome owners or residents in the condominium, or which shall interfere with the peaceful use and enjoyment of their property. All portions of the condominium and of the townhomes shall be kept clean and sanitary, and no use thereof shall be made which constitutes a violation of any law, zoning ordinance, governmental regulation or the by-laws, rules or regulations of the Association.

g. All efforts should be exerted to maintain owner occupied townhomes in the condominium. This will insure a continual degree of care and concern for each townhome. It may from time to time become necessary for an owner to rent his townhome. If an owner desires to rent or give possession to another tenant or occupant, he shall first inform the Association in writing of his desire.

All prospective tenants and other occupants shall first be required to sign a document acknowledging receipt of a copy of this Declaration and Master Deed and the by-laws of the Association, and further acknowledging that they have read all of the covenants, conditions and restrictions therein, and agree to comply therewith and be bound thereby.

The Association shall have and retain at all times the right to evict a tenant or occupant of a townhome (other than the owner thereof) for cause; provided, however, the Association shall in no event institute eviction proceedings until thirty (30) days after notifying the tenant or occupant of the cause therefor.

For all purposes under this subparagraph g., notice to the tenant or occupant shall be notice to the owner of such townhome. For all purposes, the acts or failures to act of any tenant or occupant shall be considered that of the owner of the townhome.

h. All construction in the common elements, including any limited common elements, must be reviewed prior thereto and approved by the Association.

i. A trailer, truck, camper or boat is permitted to be kept in the condominium only if it is parked within the limited common elements of or within the townhome involved, and totally screened from the view of the remaining townhomes; and only if the chosen screening method and parking location is approved by the Association. No such vehicle parked in the condominium shall at any time be used as a residence, either temporarily or permanently.

No trailer, vehicle, boat, handicraft or other similar property shall be constructed or repaired if such work is visible from the remaining townhomes, or if offensive sounds penetrate the remaining townhomes.

j. All garbage and trash shall be kept within the limited common elements of the townhome involved, and in covered containers so located that they are not visible from the remaining townhomes if possible. Screening devices are encouraged and must be approved by the Association.

k. Outside clothes drying facilities are permitted only if they are screened from the view of the remaining townhomes.

l. Any items of personal property located on the exterior of a building or which may be set within the limited common elements shall at all times be subject to review for approval by the Association, at its discretion.

m. All mechanical equipment located outside of a townhome, including solar collection devices, must be located within the limited common elements of the townhome serviced, and screened and operated so as not to create a visual or noise nuisance to the remaining townhomes.

n. The maintenance of waste plant materials is permitted only in established compost piles screened from the view of the remaining townhomes.

o. No animals, livestock or poultry of any kind shall be bred, raised or kept in the condominium. However, nousehold pets shall be allowed subject to such regulations, restrictions, exclusions or special fees as may from time to time be determined by the Association.

p. All garage doors must remain closed at all times, except when parties are entering or exiting the garage.

q. Private barbecue grills may not be used in the common elements, and the outside use or storage of barbecue grills shall be subject to such regulations, restrictions or exclusions as may from time to time be determined by the Association.

r. No signs shall be permitted within the condominium, except residential identification signs up to two (2) square feet in area. However, until all townhomes have been originally sold by the Owner, it may maintain signs advertising the condominium. All signs must be submitted for approval to the Association, prior to fabrication.

s. Guest parking spaces shall be provided in the common elements.

The vehicles of owners, tenants or other occupants, and all other vehicles parked on an extended basis, must be parked in garages or reserved parking spaces provided to their respective townhomes. At least one of these spaces must be in the form of a fully enclosed garage attached directly to the townhome residence. All other such vehicles parked in the limited common elements must be screened from the view of the remaining townhomes.

At no time shall the through-flow of vehicles to garage spaces or to the access to streets be blocked by parked vehicles. In no event shall overflow parking for the private residences be to parking spaces reserved to the offices, and conversely.

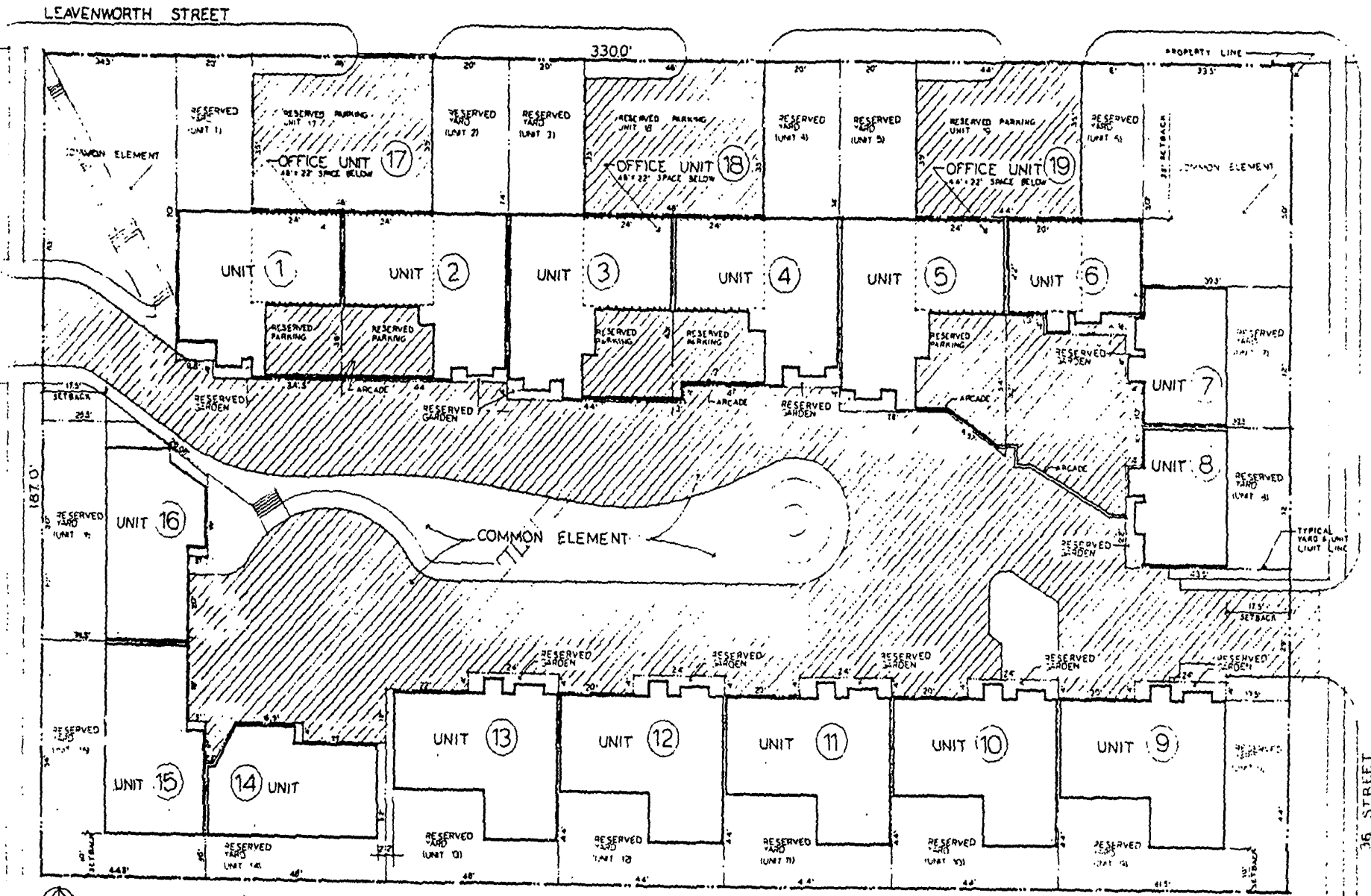
t. The Association shall have the right to post traffic flow restrictions and modifiers within the common elements, if deemed necessary for the safety of the residents.

u. All exterior lighting fixtures shall be screened from the view of remaining townhomes, and of a low-intensity incandescent variety. All exterior lighting fixtures and their location must be approved by the Association, prior to installation.

v. There shall be no antenna installed which is visible from the remaining townhomes.

VII. RESERVATIONS AND EASEMENTS.

The Owner reserves the right to: (a) complete the improvements indicated on Exhibits "A" and "B" attached hereto and by this reference incorporated herein; (b) establish and maintain a management office within one of the townhomes which is owned by it; (c) place and maintain signs advertising the condominium and



LEAVENWORTH CROWN

SITE PLAN

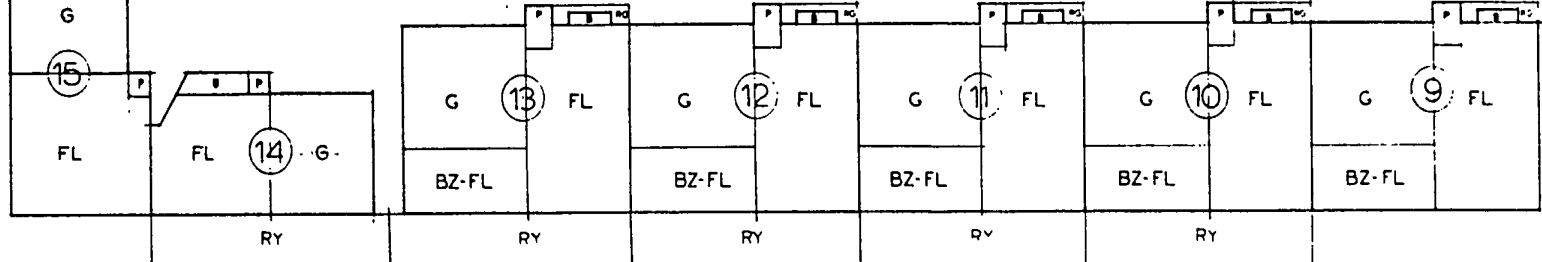
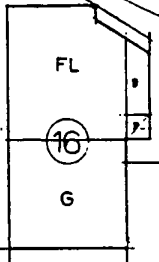
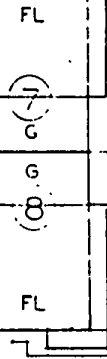
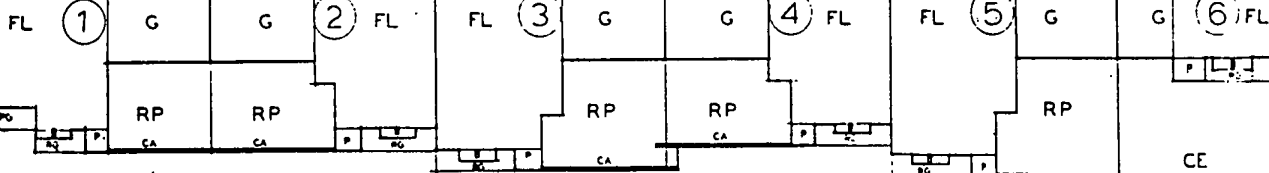
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LEGAL DESCRIPTION:
LOTS 1 & 2 BLOCK 20, WEST OMAHA, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS CO, NE.

LEAVENWORTH STREET

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FIRST LEVEL PLAN LEAVENWORTH CROWN

LEAVENWORTH CROWN TOWNHOMES CONDOMINIUM

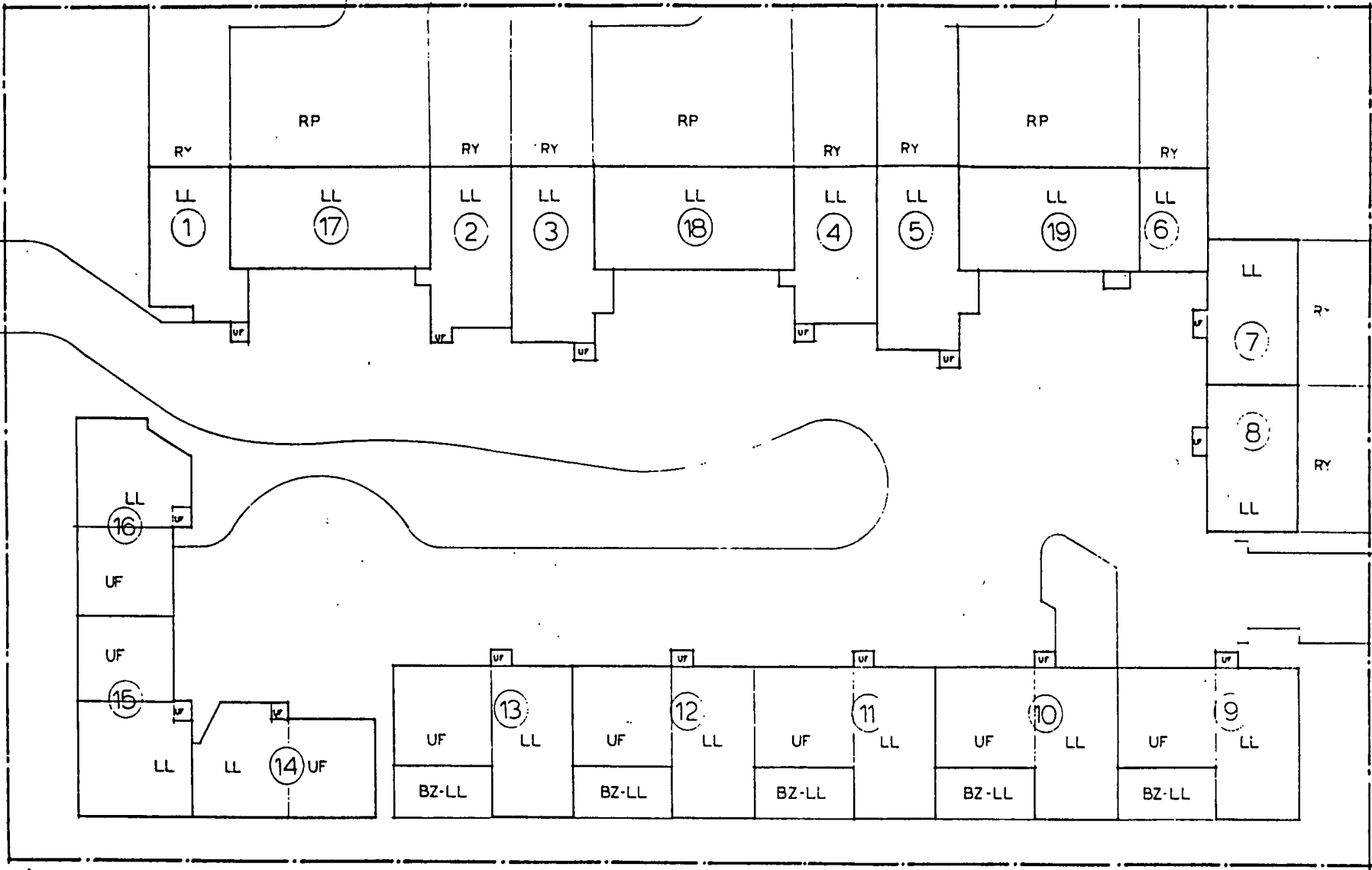
EXHIBIT B
: OF 3 PAGES

- KEY
- (1) — TOWNHOME NUMBER
 - LL — LOWER LEVEL
 - FL — FIRST LEVEL
 - SL — SECOND LEVEL
 - CA — CARAGE
 - BW — BAY WINDOW
 - EP — ENTRY PORCH & STOOP
 - RG — RESERVED 3-FOE
 - CA — COURT ENTRY ARCADE
 - CE — COMMON ELEMENT
 - RP — RESERVED PARKING
 - BZ — ADDITIONAL BUILDING ZONE
 - UF — UNEXCAVATED FOUNDATION
 - RY — RESERVED (SEE SITE PLAN TOWNHOMES SHEET) YARD

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OMAHA

LEAVENWORTH STREET

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36 STREET



LOWER LEVEL PLAN

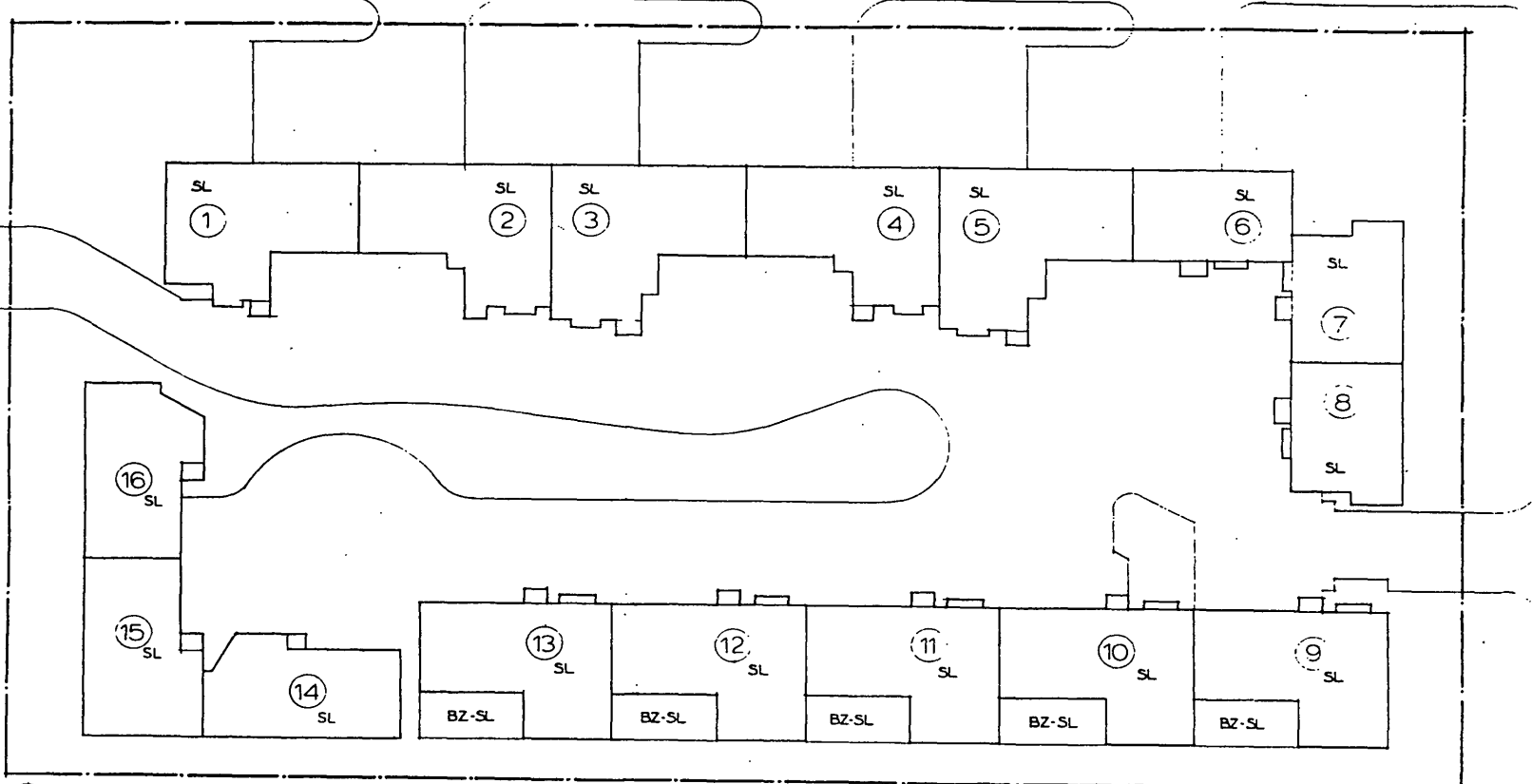
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LEAVENWORTH CROWN TOWNHOMES CONDOMINIUM

EXHIBIT B
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LEAVENWORTH STREET



SECOND LEVEL PLAN

LEAVENWORTH CROWN

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LEAVENWORTH CROWN TOWNHOMES CONDOMINIUM

EXHIBIT B
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