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GEORGE J. BUCHANAN  
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DOUGLAS COUNTY, NEBRASKA

**MASTER DEED AND DECLARATION  
FOR  
THE MASTERS CONDOMINIUM PROPERTY REGIME**

This Declaration, made by Augusta Development, L.L.C., a Nebraska limited liability company, hereinafter referred to as the "Declarant".

**WITNESSETH:**

Whereas, Declarant is the owner of real estate located in the County of Douglas, State of Nebraska, more particularly described as:

Lot 3, Block 2, Westwood Heights 15th Addition, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska ("the Parcel");

Whereas, there are located on the Parcel two Buildings commonly known as the The Masters Condominiums. The Buildings will contain a total of nine town-home style units, five in one Building and four in the other, which may only be used for residential purposes. The Property will also include automobile garages, parking areas, storage spaces and other amenities;

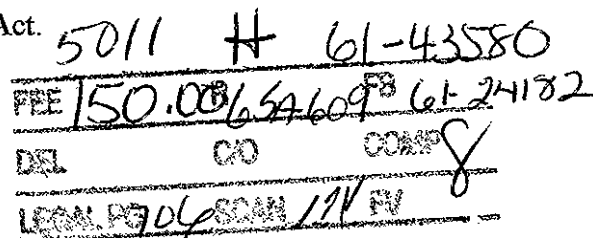
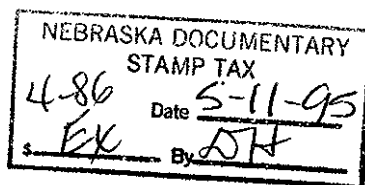
Whereas, said Declarant intends to and does hereby submit the Parcel, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anyway pertaining thereto (hereinafter called the "Property"), to a condominium regime pursuant to the Nebraska Condominium Act; and

Whereas, said Declarant further desires to establish for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, and intends that all future owners, occupants, mortgagees, and any other persons hereafter acquiring any interest in the property shall hold said interest subject to certain rights, easements and privileges in, over and upon said premises and certain mutually beneficial restrictions, obligations and liens are declared to be in furtherance of a plan to promote and protect the co-operative aspects of residences on the Property and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property;

Now, therefore, said Declarant, as the owner of the real estate hereinbefore described, and for the purposes above set forth, declares as follows:

1. Definitions. As used herein, unless the context otherwise requires:

- a) "Act" means the Nebraska Condominium Act.



- b) "Association" means the The Masters Condominium Association, Inc., a Nebraska non-profit corporation.
- c) "Board" means the Executive Board of the Association.
- d) "Building" means one of the structures located on the Parcel forming part of the Property and containing Units.
- e) "By-Laws" means the By-Laws of the Association, as amended from time to time.
- f) "Common Elements" means all of the Property except for the Units, and, without limiting the generality of the foregoing, shall include those items defined as "general common elements" in the Act, including but not limited to the following:
  - 1) The Parcel;
  - 2) All foundations, floors, bearing walls and columns, exterior walls of each Unit and of the buildings, ceilings and roofs, halls, lobbies, stairways, and entrances and exits or communication ways;
  - 3) The outside parking areas, and basements, except as otherwise herein provided or stipulated.
  - 4) All devices or installations existing for common use; and
  - 5) All other elements of the Property desirably or rationally of common use or necessary to the existence, upkeep and safety of the condominium regime established by this Declaration.
- g) "Common expenses" means and includes:
  - 1) All sums lawfully assessed against the Common Elements by the Board.
  - 2) All expenses of the administration and management, maintenance, operation, repair or replacement of and additions to the Common Elements;
  - 3) Expenses agreed upon as common expense by the Unit Owners; and
  - 4) Expenses declared to be common expenses by this Declaration or by the By-Laws.
- h) "Council of Co-Owners" means all of the Unit Owners, which Council of Co-Owners has been incorporated as the Association.

- i) "Declarant" means Augusta Development, L.L.C., a Nebraska limited liability company, its successors and assigns, provided such successors or assigns are designated in writing by Declarant as a successor or assign of the rights of Declarant set forth herein.
- j) "Declaration" means this instrument, by which the Property is submitted to the provisions of the Act as hereinafter provided, as amended from time to time.
- k) "Limited Common Elements" means all Common Elements serving exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit or Units either in this Declaration, on the Plat or by the Board. Limited Common Elements shall include, but shall not be limited to, convectors, pipes, ducts, electrical wiring and conduits located entirely within an Unit or adjoining Units and serving only such Unit or Units.
- l) "Majority" or "Majority of the Unit Owners" means the owners of more than fifty percent (50%) of the undivided ownership of the Common Elements. Any specific percentage of Unit Owners means that percentages of Unit Owners who in the aggregate own such specified percentage of the entire undivided ownership of the Common Elements.
- m) "Occupant" means a person or persons in possession of an Unit, regardless of whether said person is an Unit Owner.
- n) "Parcel" means the parcel or tract of real estate described above in this Declaration, submitted to the provisions of the Act.
- o) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- p) "Plat" means the floor and elevation plans and drawings of the Buildings, attached hereto as Exhibit "A" and by this reference made a part hereof.
- q) "Property" means all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all

furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners.

- r) "Record" or "Recording" refers to the record or recording in the Office of the Register of Deeds, Douglas County, Nebraska.
- s) "Units" means an enclosed space consisting of one or more rooms occupying all or part of a floor or floors in one of the Buildings, which enclosed space is not owned in common with the owners of the other Units. Each Unit is numbered as shown on the Plat, and the boundaries of each Unit shall be and are the interior surface of its perimeter walls, floors, and ceiling; and an Unit includes both the portion of the Building so described and the air space so encompassed, excepting Common Elements. Any Unit may be jointly or commonly owned by more than one person.
- t) "Unit Owner" means the person or persons having fee simple ownership of an Unit and of the undivided interest in the Common Elements appurtenant thereto, but shall not include those having an interest in an Unit merely as security for the performance of an obligation.

2. Submission of Property to the Act. Declarant is the legal and equitable title holder of the fee simple title to the parcel, and expressly intends to, and by recording this Declaration does hereby, submit the Property to the Provisions of the Act; said Property and said Condominiums to be known as "The Masters Condominium Property Regime".

3. Plat. The Plat sets forth the descriptions, locations and other data, as required by the Act. The Plat shows graphically all particulars of the Buildings including, but not limited to the following:

- A. The location, approximate area, number of rooms and designated Unit number of each Unit;
- B. The dimensions, area and location of common elements affording access to each Unit;
- C. The other common elements, both limited and general, insofar as possible.

4. Units. The legal description of each Unit shall consist of the identifying number of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument shall legally

describe an Unit by its identifying number as shown on the Plat and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided in this Declaration and in the Act, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

5. No Partition. The Common Elements shall remain undivided and shall not be the object of an action for partition or division of the co-ownership thereof so long as suitable for a condominium regime, and, in any event, all Mortgages must be paid in full prior to bringing an action for partition or the consent of all Mortgagees must be obtained.

6. a) Association of Unit Owners and Administration and Operation of the Property. There has been formed an Association having the name The Masters Condominium Association, Inc., a Nebraska non-profit corporation, which Association shall be the governing body for all of the Unit Owners, for the maintenance, repair, replacement, administration and operation of the Property, as provided in the Act, this Declaration and the By-Laws. The Board of the Association shall be elected and shall serve in accordance with the provisions of the By-Laws. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Unit Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions of this Declaration and By-Laws. Each Unit Owner shall be a member of the Association so long as he or she is a Unit Owner. A Unit Owner's membership shall automatically terminate when he or she ceases to be a Unit Owner. Upon the conveyance or transfer of an Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association. The aggregate number of votes for all members of the Association shall be nine (9) and shall be divided among the respective percentages of ownership interest in the Common Elements as set forth in Exhibit "B" hereto. The By-Laws of said Association are attached hereto and they shall also constitute the By-Laws of this Condominium Property Regime.

b) Management of Property. The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain repair, replace, administer and operate the Property or any part thereof, to the extent deemed advisable by the Board. The Board shall also have the authority (but shall not be obligated) to engage, supervise, and control such employees as the Board deems advisable to clean and maintain all or any part of the Units to the extent the Board deems it advisable to provide such services for all or any portion of the Unit Owners. The cost of such services shall be a common expense.

c) Non-Liability of the Directors and Officers. Neither the directors nor officers of the Association shall be personally liable to the Unit Owners for any mistake in judgment or for any acts or omissions of any nature whatsoever except such acts or omissions found by a court to constitute gross negligence or fraud. The Association shall indemnify and hold harmless each of the

directors and officers and their respective heirs, personal representatives, successors and assigns in accordance with the provisions of the By-Laws.

d) Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of the Declaration or By-Laws, such dispute or disagreement shall be submitted to the Board. The determination of such dispute or disagreement by the Board shall be binding on each and all such Unit Owners, subject to the right of Unit Owners to seek other remedies provided by law after such determination by the Board.

7. Ownership of the Common Elements. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in Exhibit "B" attached hereto and by this reference made a part hereof. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements, shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall be deemed conveyed or encumbering said Unit may refer only to the title to that Unit or may refer to an incorrect percentage for that Unit.

8. Use of the Common Elements. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases made by or assigned to the Board) in common with all other Unit Owners, as may be required for the purposes of access, ingress to egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to not only each Unit Owner, but also to his agents, servants, tenants, family members, customers, invitees and licensees. However, each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving such Unit alone. Such rights to use the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act, Declaration, By-Laws and rules and regulations of the Association. In addition, the Association shall have the authority to rent, lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of the Declaration and By-Laws. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

Parking areas shall also be part of the Common Elements, and may be allocated and re-allocated, from time to time, to the respective Unit Owners, and shall be used by such Unit Owners in such manner and subject to such rules and regulations as the Board may prescribe, and parking spaces not so used by Unit Owners otherwise may be used in such manner as the Board may prescribe.

9. Storage Areas. The storage areas on the Property, outside of the Units, shall be part of the Common Elements and shall be allocated and re-allocated, from time to time, to the respective

Unit Owners in such manner and subject to such rules and regulations as the Board may prescribe, and storage areas not so allocated may be rented in such manner as the Board may prescribe.

10. a) Common Expenses. Each Unit Owner shall pay their proportionate share of the common expenses. Such Unit Owner shall be in accordance with their percentage of ownership in the Common Elements. Payment of common expenses, including any prepayment thereof required by contract for sale of an Unit, shall be in such amounts and at such times as determined in the manner provided in the By-Laws. No Unit Owner shall be exempt from payment of their proportionate share of the common expenses by waiver or non-use or enjoyment of the Common Elements or Limited Common Elements or by abandonment of their Unit. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof together with interest thereon at the maximum rate as may then be permitted under the laws of the State of Nebraska, accruing from and after the date that said common expenses become due and payable, shall constitute a lien on the interest of such Unit Owner in the Property and their Unit.

b) Enforcement of Lien. The Board may bring an action at law against the Unit Owner personally obligated to pay the same, for collection of their unpaid proportionate share of the common expenses, or foreclose the lien against the Unit or Units owned by such Unit Owner, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Unit Owners, by his acceptance of a deed to an Unit, hereby expressly vests in the Board or its agents the right and power to bring all actions against such Unit Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens. The lien provided for in this section shall be in favor of the Association and shall be for the common benefit of all Unit Owners. The Board acting on behalf of the Unit Owners shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, mortgage and convey the same.

c) Mortgage Protection. The lien for common expenses payable by an Unit Owner shall be subordinate to the lien of a prior recorded first Mortgage or Deed of Trust on the interest of such Unit Owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the Mortgagee thereunder either takes possession of the Unit encumbered thereby, accepts a conveyance of any interest therein (other than as security) or files suit to foreclose its Mortgage and causes a receiver to be appointed. This subparagraph (c) shall not be amended, changed, modified or rescinded without the prior written consent of all Mortgagees of record holding a lien against all or part of the Property.

11. Mortgages and Deed of Trust. Each Unit Owner shall have the right, subject to the provisions herein, to give separate Mortgages or Deeds of Trust on their respective Unit together with their respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created from the date hereof any Mortgage or other lien on or affecting the Property or any part thereof, except only to the extent of their own Unit and the respective percentage interest in the Common Elements appurtenant thereto.

12. Separate Real Estate Taxes. Taxes, assessments and other charges of any taxing or assessing authority shall be separately assessed to each Unit Owner for their Unit and their corresponding percentage of ownership in the Common Elements as provided in the Act. In the event that such taxes or assessments for any year are not separately assessed to each Unit Owner, but rather are assessed on the Property as a whole, then each Unit Owner shall pay their proportionate share thereof in accordance with their respective percentage of ownership interest in the Common Elements, and, in said event, such taxes or assessments shall be a common expense. Without limiting the authority of the Board provided for elsewhere herein, the Board shall have the authority to collect from the Unit Owners their proportionate share of taxes or assessments for any year in which taxes are assessed on the Property as a whole.

13. Insurance. The Board shall have the authority to and shall obtain insurance for the Property, exclusive of decorating of and improvements to the Units or Limited Common Elements by the Unit Owners, against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions, for the full insurable replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed the cost of restoring the Common Elements, Units or any part thereof to substantially the same condition in which the existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association as the trustee for each of the Unit Owners in proportion to said Unit Owner's respective percentage of ownership in the Common Elements, as set forth in the Declaration, and for the holders of Mortgages or Deeds of Trust on their Unit, if any. Such policies of insurance should also contain, if possible a waiver of subrogation rights by the insurer against shall be common expense.

The Board shall also have authority to and shall obtain comprehensive public liability insurance, in such amounts as it deem desirable, and worker's compensation insurance and other liability insurance as it deems desirable, insuring each Unit Owner, Mortgagee of record, if any, the Association, its officers, directors, and employees and the Managing Agent, if any, from liability in connection with the Common Elements. The premiums for such insurance shall be a common expense.

Each Unit Owner shall be responsible for obtaining their own insurance on the improvements and betterments to their Unit and on the contents of their Unit and the Limited Common Elements serving their Unit, as well as their decorations, furnishings and personal property therein, and their personal property stored elsewhere on the Property. In addition, in the event a Unit Owner desires to insure against their personal liability and loss or damage by fire or other hazards above and beyond the extent that this liability, loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the Unit owners as part of the common expenses as above provided, said Unit Owner may, at their option and expense, obtain additional insurance.



14. Damage and Destruction. In case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct the Buildings, shall be applied to such reconstruction. Reconstruction of the Buildings, as used in this paragraph, means restoring the Buildings to substantially the same condition in which they existed prior to the fire, casualty, or other disaster with each Unit and the Common Elements having the same vertical and horizontal boundaries as before. Such reconstruction shall be directed by the Managing Agent or Board.

If insurance proceeds are insufficient to reconstruct the Buildings, damage to or destruction of the Buildings shall be promptly repaired and restored by the Managing Agent or Board, using proceeds of insurance, if any, on the Buildings for that purpose, and all the Unit Owners shall be liable for assessment for any deficiency. However, if three-fourths or more of the Buildings are destroyed or substantially damaged and if the Unit Owners, by a vote of at least three-quarters of the voting power, do not voluntarily, within one hundred days after such destruction or damage, make provisions for reconstruction, the Association shall record with the County Register of Deeds a notice setting forth such facts, and upon the recording of such notice:

- A. The Property shall be deemed to be owned in common by the Unit Owners.
- B. The undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be the percentage of undivided interest previously owned by such Unit Owner in the Common Elements.
- C. Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Unit Owner in the Property; and
- D. The Property shall be subject to any action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Unit Owners in a percentage equal to the percentage of undivided interest owned by each Unit Owner in the Common Elements, after first paying out of the respective shares of the Unit Owners, to the extent sufficient for the purposes, all liens on the undivided interest in the Property owned by each Unit Owner.

Notwithstanding all provisions hereof, the Unit Owners may, by an affirmative vote of at least three-fourths of the voting power, at a meeting of Unit Owners duly called for such purpose, elect to sell or otherwise dispose of the Property. Such action shall be binding upon all Unit Owners and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale.

15. Maintenance, Repairs and Replacements. Except to the extent the Board provides (at its option and discretion) maintenance of the Units for Unit Owners, each Unit Owner, at their own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within their own Unit. Maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of and shall be furnished by the Association. The cost of maintenance of, repairs to and replacements within the Units to the extent the Board elects to provide such service and within the Common Elements shall be part of the common expenses, subject to the By-Laws, rules and regulations of the Association. However, at the discretion of the Board, maintenance of, repairs to and replacements within the Limited Common Elements may be provided and assessed in whole or in part to Unit Owners benefited thereby, and, further, at the discretion of the Board, the Board may direct Unit Owners who stand to be benefited by such maintenance of, repairs and replacements in the name and for the account of such benefited Unit Owners, pay the cost thereof with their own funds, and procure and deliver to the Board such lien waivers and contractor's and subcontractors sworn statements as may be required to protect the Property from all construction lien claims that may arise therefrom.

In addition to the discretionary authority provided herein for maintenance of all or any portion of the Units, the Board shall have the authority to maintain and repair any Units, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Elements or preserve the appearance and value of the Property, and the Unit Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board, and the Board shall levy a special assessment against the Unit Owner for the cost of said necessary maintenance or repair.

If, due to the act or neglect of a Unit Owner, or his agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to the Common Elements or to an Unit or Units owned by others, or maintenances, repair or replacement are required which would otherwise be a common expense, then such Unit Owner shall pay for such damage or such maintenance, repair and replacements as may be authorized by the Association, subject to the provision of paragraph 13 hereof providing for waiver of subrogation rights with respect to casualty damage insured under the policies of insurance maintained by the Board.

The authorized representatives of the Association or Board, or the Managing Agent with approval of the Board, shall be entitled to reasonable access to the individual Units and Limited Common Elements as may be required in connection with the preservation of any individual Units or Limited Common Elements in the event of any emergency, or in connection with maintenance of, repairs or replacements within the Common Elements, Limited Common Elements or any equipment, facilities or fixtures affecting or serving other Units, Common Elements and Limited Common Elements to make any alteration required by any governmental authorities.

16. Alteration, Additions or Improvements. Except as provided in this paragraph 16, no alteration of any Common Elements and no additions or improvements thereto shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge

as common expenses, alterations, additions and improvements of the Common Elements as provided in the By-Laws. Any Unit Owner may make alterations, additions, or improvements within their Unit (including minor alterations to the perimeter walls of their Unit caused by nails, screws, staples and the like) without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Unit, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

17. Decorating. Each Unit Owner, at their own expense, shall furnish and be responsible for all decoration within his own Unit and Limited Common Elements serving their Unit. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings of their Unit, and such Unit Owner shall maintain said interior surfaces in good condition at their sole expense, as may be required from time to time. Decorating of the Common Elements (other than interior surfaces within the Units as above provided and other than of Limited Common Elements) and any redecorating of Units, to the extent such redecorating of Units is made necessary by damage to Units caused by maintenance, repair or replacement of the Common Elements by the Association, shall be furnished by the Association as part of the Common expenses.

18. Encroachments. If any portions of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements, or if any Unit shall actually encroach upon another Unit, as the Common Elements and Units are shown by the Plat, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved, to the extent of such encroachments, so long as the same shall exist.

19. Use and Occupancy Restrictions. Subject to the provisions of this Declaration and By-Laws, no part of the Property may be used for purposed other than housing and the related common purpose for which the Property was designed.

The Common Elements shall be used only by the Unit Owners and their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, however, any other areas designed for a specific use shall be used for the purposes approved by the Board. The use, maintenance and operations of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part of all of said Common Elements.

Without limiting the generality of the foregoing provisions of this paragraph 19, use of the Property by the Unit Owners shall be subject to the following restrictions:

- a) Nothing shall be stored in the Common Elements without prior consent of the Board except in storage areas or as otherwise herein expressly provided;

- b) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in their Unit or in or on the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Element, or which will be a violation of any law;
- c) No waste shall be committed in or on the Common Elements;
- d) No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Board or the written consent of the Managing Agent acting in accord with the Board's direction;
- e) No noxious or offensive activity shall be carried on in any Unit or on or in the Common Elements nor shall anything be done therein which may be or become any annoyance or nuisance to the other Unit Owner;
- f) Except as expressly provided hereinabove, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board;
- g) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Board;
- h) Outdoor drying of clothes shall not be permitted;
- I) Parking of vehicles in driveways and parking areas shall be subject to the rules and regulations of the Board applicable thereto;
- j) Except within individual Units, no planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the property, except as approved by the Board.
- k) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation directly from a parking space to a point outside the Property, or from a point outside the Property directly to a parking space.

20. Remedies. In the event of any violation of the provisions of the Act, this Master Deed, By-Laws or rules and regulations of the Board or Association by any Unit Owner (either by their own conduct or by the conduct of any other Occupant of their Unit) the Association, or its successors or assigns, or the Board, or its agent, shall have each and all of the rights and remedies which may be provided for in the Act, this Master Deed, By-Laws, or said rules and regulations, or which may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained shall give the Board the right, in addition to any other rights provided for in this Declaration, (a) to enter upon the Unit, or any portion of the property upon 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 thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespassing; or (b) to enjoin, abate or remedy by appropriate legal proceedings either at law or in equity, the continuance of any breach; or (c) to take possession of such Unit Owner's interest in the property and to maintain an action for possession of such Unit in the manner provided by law.

If any Unit Owner (either by their own conduct or by the conduct of any Occupant of their Unit) shall violate any provision of the Act, this Declaration or the regulations of the Association, and if such default or violation shall continue for ten (10) days after notice to the Unit Owner in writing from the Board, or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Board, then the Board shall have the power to issue to said defaulting Owner a notice in writing terminating the rights of the said defaulting Owner to continue as an Unit Owner and to continue to occupy, use or control their Unit, and thereupon an action in equity may be filed by the Board against said defaulting Owner for a decree of mandatory injunction against said defaulting Owner's right to occupy, use or control the Unit owned by them on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting Owner from reacquiring their interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Owner in said decree. Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to said defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it

shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit sold subject to this Declaration.

21. Amendment. a) Subject to the requirements of this paragraph 21, and of paragraph 10, subparagraph c, the provisions of this Declaration may be amended, modified or rescinded by a resolution setting forth such amendment, modification or rescission and duly adopted by the affirmative vote of not less than seventy-five percent (75%) of the Unit Owners, or by an instrument in writing setting forth such amendment, modification or rescission and signed by not less than seventy-five percent (75%) of the Unit Owners and duly acknowledged before a notary public. All holders of a recorded mortgage encumbering any one or more Units in the Buildings shall be notified by certified mail of any such amendment, modification or rescission and an affidavit by the secretary of the Association certifying to such mailing shall be made a part of any instrument effecting such amendment, modification, or rescission. No such amendment, modification or rescission shall change the boundaries of any Unit, the undivided interest in the Common Elements appurtenant to any Unit, the number of votes in the Association allocated to any Unit, or the liability for Common Expenses appertaining to any Unit, except to the extent authorized by this Declaration or by the Act.

b) If the Act, this Declaration, or the By-Laws require the consent or agreement of all Unit Owners or of all holders of a recorded mortgage encumbering any one or more Units in the Buildings, or both, for any action specified in the Act or in this Declaration, then any instrument amending, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all Unit Owners or all such lien holders, or both, as the case may be, as required by the Act, this Declaration or the By-Laws.

c) Any amendment, modification or rescission of this Declaration pursuant to this paragraph 21 or any other provision of this Declaration or of the Act shall be valid and effective only upon the recording thereof, together with an amended Plat if required hereby or by the Act, in the office of the Register of Deeds of Douglas County, Nebraska. This Declaration may not be amended, modified or rescinded so as to conflict with the provisions of the Act.

22. Notices. Notices provided for in the Acts, Declaration or By-Laws shall be in writing, and shall be addressed to the Association or Board, or to any Unit Owner, as the case may be at the current address of such party appearing on the records of the Association or at such other address as hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address or addresses to all Unit Owners. Any Unit Owner may designate a different address for notices to them by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

Upon written request to the Board, the holder of any recorded Mortgage encumbering any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit is subject to such Mortgage.

23. Severability. If any provision of the Declaration or By-Laws, or any section, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the By-Laws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration or the By-Laws shall be construed as if such invalid part was never included therein.

24. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until expiration of the period of time permitted by said rule.

25. Rights and Obligations. Each grantee of the Declarant, by the acceptance of the deed of conveyance from the Declarant, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any times any interest or estate in said land, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

IN WITNESS WHEREOF, this Declaration is executed this 9 day of May, 1995.

AUGUSTA DEVELOPMENT, L.L.C.,  
"Declarant"

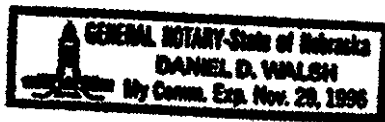
By: 

BERNARD REEDER, President

STATE OF NEBRASKA     )  
                                      )ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of May, 1995 by Bernard Reeder, President of Augusta Development, L.L.C., a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

Witness my hand and Notarial Seal this 9<sup>th</sup> day of May, 1995



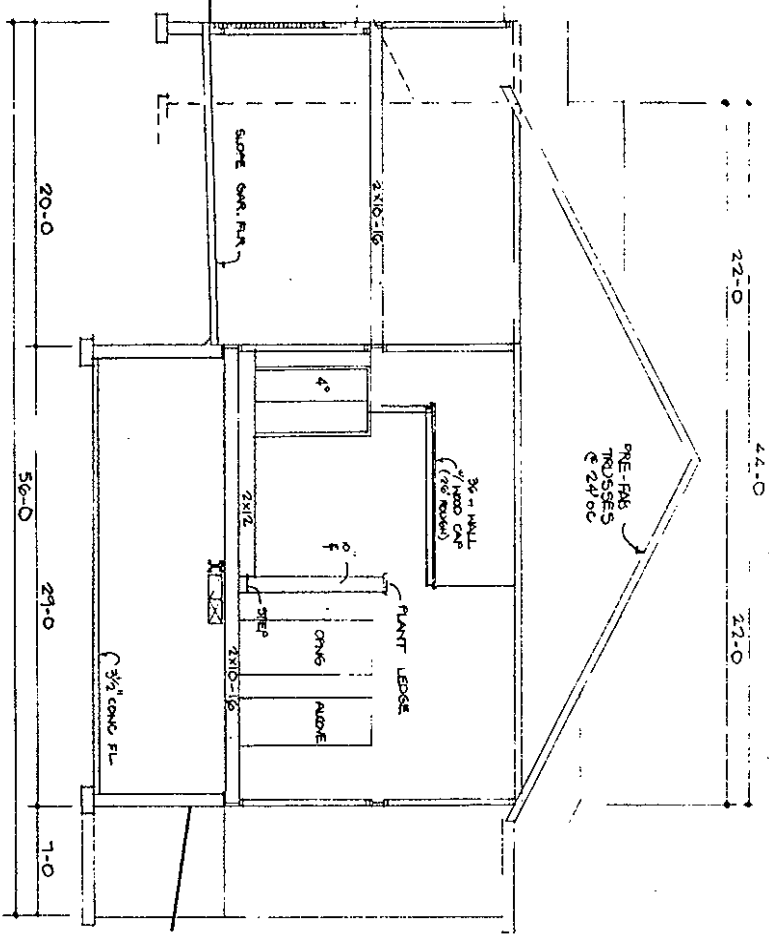
*Daniel Walsh*  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

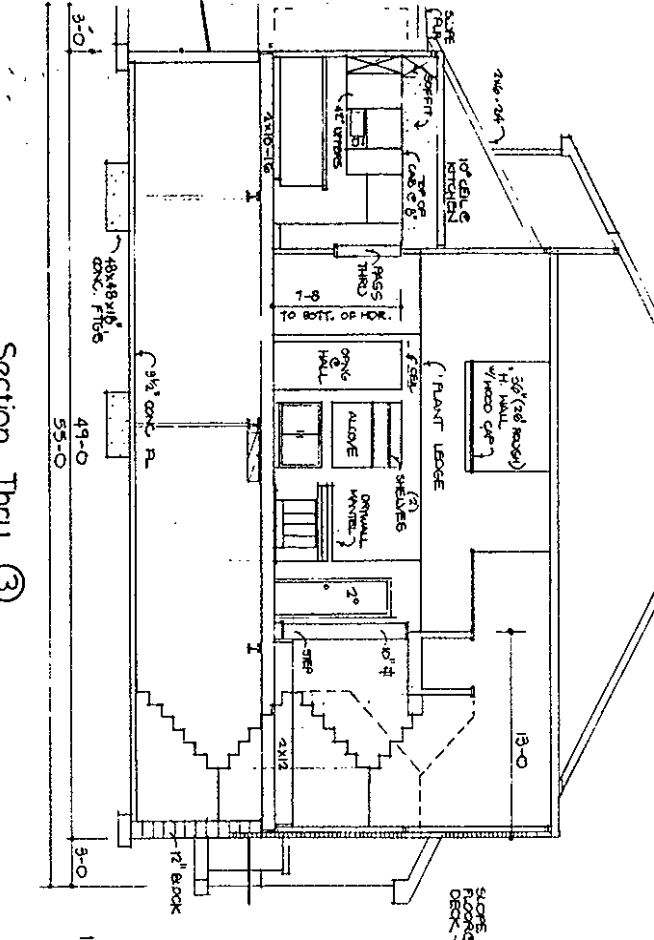
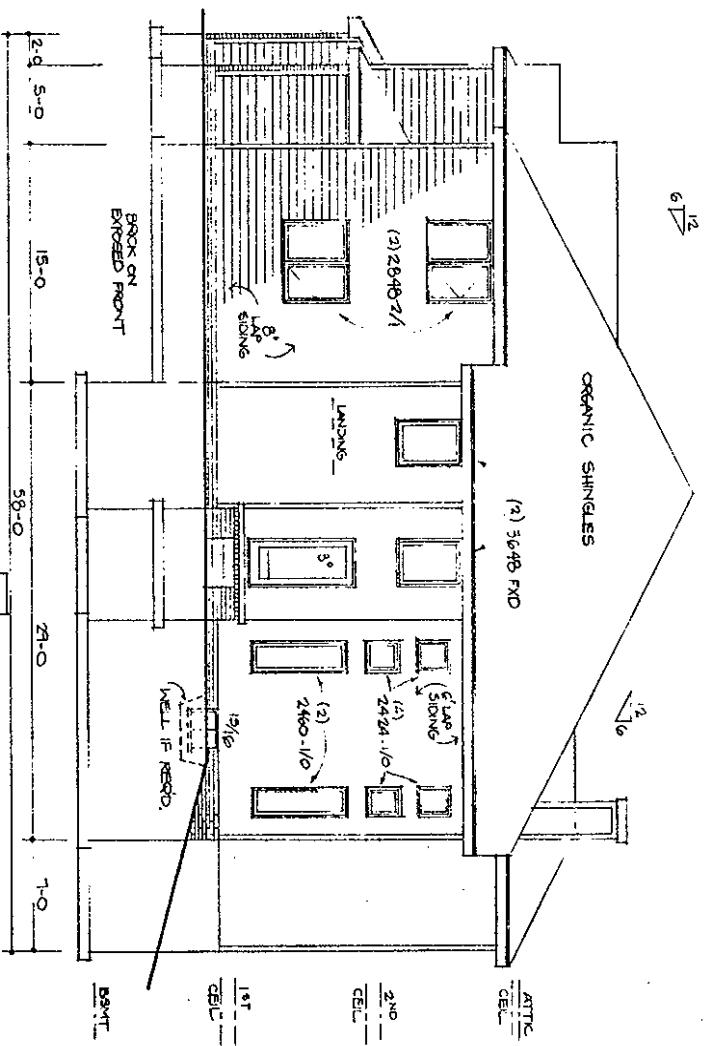






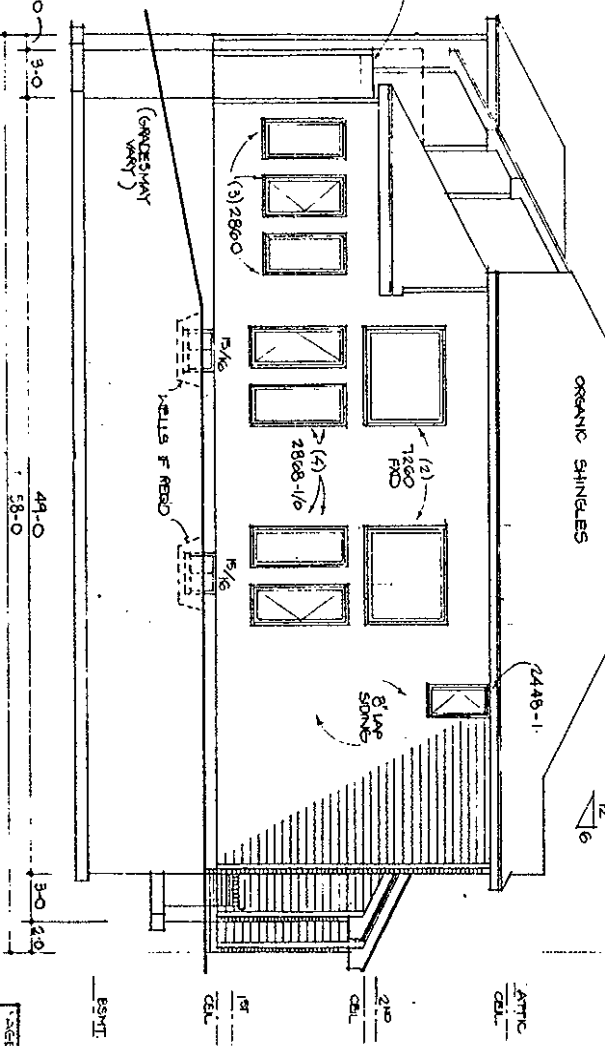


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**BYLAWS  
OF  
THE MASTERS CONDOMINIUM ASSOCIATION, INC.  
(A Non-profit Corporation)**

**Section 1. CORPORATION**

1.1 Association; Principal Office. The name of the corporation is The Masters Condominium Association, Inc., hereinafter referred to as the "Association." The principal office of the Association shall be located at 10015 South 167th Street, Omaha, Nebraska 68136. The Association is a non-profit corporation organized under the provisions of Sections 21-1901 through 21-1991, Reissue Revised Statutes of Nebraska, 1943, as amended.

1.2 Purposes. The Association is the "Association" to which reference is made in the Declaration creating The Masters Condominium Association, Inc., a condominium of record, or which will be of record in the office of the Register of Deeds of Douglas County, Nebraska, relating to a residential community project (herein called the "Project") in the City of Omaha, Douglas County, Nebraska. The Association is organized to perform all obligations and duties of such Association and to exercise all rights and powers of such Association, specified herein as well as more fully set forth in the Articles of Incorporation of the Association and herein.

1.3 Application. All present and future Unit Owners, mortgagees, lessees and occupants of Units and their employees and contractors, and each other person who may use in any manner the facilities of the Project or any property of the Association are subject to these Bylaws, the Declaration and the Rules and Regulations hereinafter referred to. The acceptance of a deed or conveyance or the entering into of a lease or the active occupancy of a Unit shall constitute an agreement by such persons with the Association that these Bylaws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified and will be complied with.

1.4 Definitions. Terms which are defined in the Declaration and/or the Articles of Incorporation shall have the same meanings herein unless otherwise defined.

**Section 2. MEMBERSHIP, ADMINISTRATION AND MEETING OF MEMBERS**

2.1 Membership Appurtenant to Units. Membership in the Association and the share of a member in the assets of the Association are appurtenant to the Units, and the Declarant and the Unit Owners shall be members of the Association having the rights, privileges, duties and responsibilities set forth in the Declaration, the Articles of Incorporation and these Bylaws.

2.2 Transfer of Membership. A membership in the Association and the share of a member's interest in the assets of the Association shall not be assigned, encumbered or transferred in any manner except as an appurtenance to transfer of title to the Unit to which the membership pertains; provided, however, that the rights of membership may be assigned to a mortgagee of a Unit as further security for a loan secured by a lien on such Unit. A transfer of membership shall occur

automatically upon the transfer of title to the Unit to which the membership pertains, but the Association shall be entitled to treat the person or persons in whose name or names the membership is recorded on the books and records of the Association as a member for all purposes until such time as evidence of a transfer of title, satisfactory to the Association, has been submitted to the Secretary. A transfer of membership shall not release the transferor from liability for obligations accrued incident to such membership prior to such notification of transfer. In the event of dispute as to membership appurtenant to any Unit, title to the Unit, as shown in the records of the Register of Deeds of Douglas County, Nebraska, shall be conclusive on all parties.

### **Section 3. ADMINISTRATION AND MEETING OF MEMBERS**

3.1 **General.** The members of the Association are responsible to administer the affairs of the Association through an Executive Board as herein provided. Notwithstanding any other provision herein, in the Articles of Incorporation or in the Declaration, however, Augusta Development, L.L.C. (the "Declarant") shall have the right to exercise the rights, duties and functions of the Executive Board until the earlier of:

- (a) Sixty (60) days after conveyance of 90% of the Units which may be created to Unit Owners other than Declarant; or
- (b) Two (2) years after Declarant has ceased to offer units for sale in the ordinary course of business.

3.2 **Place of Meetings.** Meetings of the Association shall be held at such place as the Executive Board may determine.

3.3 **Annual Meetings.** The first annual meeting of the members of the Association shall be held within 120 days after the Declarant has given notice that all Units have been sold, or on the second Monday in January, 1996, whichever shall first occur. Subsequent annual meeting shall be held annually thereafter. At such meeting the Executive Board shall be elected in accordance with the requirement of these Bylaws. The members may also transact such other business of the Association as may properly come before them.

3.4 **Special Meetings.** Special meetings of the members for any proper corporate purpose may be called by the President, a majority of the Executive Board, or upon petition signed by Unit Owners holding at least 20% of the votes in the Association entitled to be cast by members. Such petition shall state the purpose or purposes of such proposed meeting. No business shall be transacted at a special meeting, except as stated in the notice, unless by consent of two-thirds of the votes entitled to be cast by members present, either in person or by proxy.

3.5 **Notice of Meetings.** The President or Secretary shall give or cause to be given written notice of each meeting by mailing or hand delivering such notice not less than ten (10) or more than sixty (60) days prior to such meeting, to each member at the respective addresses of said members as they appear on the records of the Association. The notice shall specify the time and place of the

meeting, and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes, and any proposal to remove a director or officer.

3.6 Quorum. The presence, either in person or by proxy at the beginning of the meeting of persons entitled to cast 30% of the votes which may be cast for election of the Executive Board shall constitute a quorum for all purposes unless the representation of a larger number of votes shall be required by statute, and in that event representation of the number so required shall constitute a quorum.

3.7 Adjournment of Meeting. If the number of members necessary to constitute a quorum shall fail to attend in person or by proxy at the time and place of meeting, the Chairman of the meeting, or a majority in interest of the members present in person or by proxy, may adjourn the meeting from time to time without notice other than an announcement at the meeting until the necessary number of members shall be in attendance. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting.

3.8 Proxies. At all meetings of members, each member may vote in person or by proxy. A member may appoint any natural person as proxy, but no proxy may cast a vote for more than one Unit Owner besides himself. Should the terms of a mortgage so provide, the mortgagee may be appointed as proxy without regard to the limitations of this paragraph. All proxies shall be in writing and filed with the Secretary before the time of each meeting or upon the calling of the meeting to order. Every proxy shall be revocable and shall cease automatically upon conveyance of his Unit by a member.

3.9 Waiver of Notice. Any member at any time may waive any notice required to be given under these Bylaws, or by statute or otherwise. The presence of a member in person at any meeting of the members shall be deemed such a waiver.

#### **Section 4. EXECUTIVE BOARD**

4.1 Number and Qualification. The business, property and affairs of the Association shall be managed, controlled and conducted by an Executive Board consisting of five (5) Directors. Only members of the Association shall serve on the Executive Board after the first annual meeting of members.

4.2 Powers and Duties. The Executive Board shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the members. The Executive Board may delegate to the Manager, in the manner provided in the Declaration, all powers and duties of the Association except such as are specifically required by these Bylaws, the Articles of Incorporation or the Declaration to be done by the members or the Executive Board.

4.3 Nomination of Directors. Nominations for election of Directors to the Executive Board, which are to be elected at the first annual membership meeting following the relinquishment

of control by the Declarant, shall be made from the floor at said meeting. Thereafter, nominations shall be made by a Nominating Committee and may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman who shall be a member of the Executive Board, and two or more members of the Association who shall be appointed by the Executive Board prior to each annual membership meeting. The Nominating Committee so constituted shall serve from the close of such annual meeting until the close of the next annual meeting, and the appointment of the members thereof shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Executive Board as it shall in its discretion determine, but not less than the number of vacancies to be filled.

4.4 Not later than sixty days after conveyance of 25% of the Units, at least one member of the Association shall be elected to the Executive Board exclusively by Unit Owners other than the Declarant. Not later than 60 days after conveyance of 50% of the Units, at least three members of the Association shall be elected to the Executive Board exclusively by Unit Owners other than the Declarant.

4.5 Not later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board of at least five (5) members, at least a majority of whom must be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

4.6 Election and term of Office. At the first annual meeting, there shall be elected the number of Directors provided in paragraph 4.1. The Directors shall be divided into two classes so that terms of three of the Directors shall expire in two years, and the terms of two of the Directors shall expire in one year. At each annual meeting thereafter a number of Directors equal to that of those whose terms have expired shall be elected for a term of two years. At the expiration of any term, any Director may be reelected.

4.7 Vacancies. Vacancies of the Executive Board caused by any reason shall be filled by vote of a majority of the remaining Directors even though they may consist of less than a quorum and each person so elected shall be a Director until his successor is elected by the members at the next annual meeting.

4.8 Removal of Directors. After the Declarant has relinquished control of the Association, at any regular or special meeting of the members, any one or more of the Directors may be removed with or without cause at any time by the affirmative vote of a majority of all votes entitled to be cast by the entire membership of record, and a successor may then be elected by the members to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

4.9 Compensation. No compensation shall be paid to Directors for their services as Directors, and after relinquishment of control of the Association by the Declarant no compensation shall be paid to a Director for services performed by him for the Association in any other capacity, unless a resolution authorizing such compensation shall have been unanimously adopted by the Executive Board.

4.10 Organization Meeting. The first meeting of a newly elected Executive Board shall be held within ten days of its election at such time and place as shall be fixed at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

4.11 Regular Meetings. Regular meeting of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Executive Board shall be given to each Director, personally or by mail, telephone or telegraph, at least three days prior to the day named for the meeting.

4.12 Special Meetings. Special meetings of the Executive Board may be called by the President or by two of the Directors on three days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

4.13 Waiver of Notice. Before or at any meeting of the Executive Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof, unless such attendance is for the express reason of objecting to the transaction of any business thereat because the meeting was not legally convened. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.14 Quorum. A majority of the Directors shall constitute a quorum for the transaction of business, but if at any meeting of the Executive Board there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Executive Board.

4.15 Adjournments. The Executive Board may adjourn any meeting from day to day or for such other time as may be prudent or necessary in the interest of the Association, provided that no meeting may be adjourned for a period longer than thirty days.

4.16 Fidelity Bonds. The Executive Board may request that all officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums for such bonds shall be paid by the Association as a common expense.

## **Section 5. OFFICERS**

5.1 Designation and Qualifications. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Executive Board. Any person may hold two offices, except that the President shall not hold the office of Secretary. The Directors may appoint an Assistant Secretary and an Assistant Treasurer, and such other officers as in their judgment may be necessary.



5.2 Election and Term of Office. The officers of the Association shall be elected annually by the Executive Board at the organization meeting of each new Executive Board, and each shall hold office for a period of one year, or until his or her successor is duly elected and qualified, unless he or she shall sooner resign, be removed, or otherwise be disqualified to serve.

5.3 Resignation and Removal. Any officer may resign at any time by giving written notice of said resignation to the Executive Board, the Secretary or the President. Any officer may be removed from office, with or without cause, upon an affirmative vote of a majority of the members of the Executive Board, and his or her successor elected at any regular meeting of the Board or at any special meeting called for that purpose. Any Director may be removed by the affirmative vote of at least two-thirds of the members voting at a duly called meeting of members, a quorum being present at the time of such vote.

5.4 Vacancies. A vacancy in any office may be filled by appointment by the Executive Board. The officer so appointed shall serve for the remainder of the term of the officer replaced.

5.5 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are normally vested in the office of the President of a non-profit corporation, including, but not limited to, the power to appoint such committees from and among the members from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association. The President and the Secretary may jointly prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

5.6 Vice President. The Vice President shall take the place of the President and perform their 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 to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to the Vice President by the Board of Directors.

5.7 Secretary. The Secretary shall keep the minutes of all meeting of the members, shall have custody of the seal of the Association, shall have charge of the membership books and such other books and papers as the Board of Directors may direct and shall, in general, perform all the duties incident to the office of Secretary of a corporation.

5.8 Treasurer. The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Association, shall deposit all such funds as provided in Section 8 hereof, shall keep correct and complete books and records of account and records of financial transactions and condition of the Association and shall submit such reports thereof as the Board of Directors may, from time to time, require; and, in general, shall perform all the duties incident to the office of Treasurer, and such other duties as may, from time to time, be assigned to him by the Board of Directors or by the President. The Board may appoint one or more Assistant Treasurers who may act in place of the Treasurer in case of the Treasurers death, absence, inability or failure to act.

5.9 Compensation. No compensation shall be paid to officers for their services as officers. After relinquishment of control of the Association by the Declarant, no compensation shall be paid to any officer for services performed by them for the Association in any capacity, unless a resolution authorizing such compensation shall have been unanimously adopted by the Board of Directors.

## **Section 6. INDEMNIFICATION OF OFFICERS AND DIRECTORS**

The Association shall indemnify every Director and officer, his or her heirs and personal representatives against all loss, costs and expense, including attorney's fees, reasonably incurred by him or her in connection with any action, suit or proceeding to which he or she may be made a party by reason of being or having been a Director or officer of the Association, except as to matters as to which he or she shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Executive Board may determine that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his or her duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, costs and expense incurred or suffered by the Association by reason of, arising out of, or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Section 6 shall be deemed to obligate the Association to indemnify any member or Unit Owner, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him or her under and by virtue of the Declaration as a member of the Association or Unit Owner.

## **Section 7. MISCELLANEOUS**

7.1 Contracts. The Executive Board may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

7.2 Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

7.3 Checks, Drafts' Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, or agent or agents, of the Association and in such manner as shall from time to time be determined by resolution of the Executive Board.

7.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Executive Board may select.

7.5 Inspection of Books. Financial reports, such as are required to be furnished, and the membership records of the Association shall be available at the principal offices of the Association for inspection at reasonable times by any members, or by any individual or entity holding a first mortgage on a Unit. Upon written request by an Unit Owner or his agent, by a prospective buyer or by a mortgagee of a Unit, the Association shall furnish a written statement of the amount of any unpaid assessments, the amount of the current assessments, the date that assessments are due, the amount of any advance payments made, prepaid items such as insurance premiums and reserves therefor and deficiencies in reserve accounts. Such statements shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request is complied with within 15 days after receipt of written request therefor, all unpaid assessments which became due prior to the date of such request shall be subordinate to the rights of the person requesting such statement. A reasonable service fee may be charged for furnishing the statement of account.

7.6 Fiscal Year. The fiscal year of the Association shall be determined from time to time by resolution of the Executive Board.

7.7 Annual Assessments. The Executive Board shall fix, levy and collect assessments in the manner and for the purposes specified in the Declaration, and the Unit Owners shall pay assessments as therein provided.

7.8 Budget. At each annual meeting of the members of the Association the Executive Board or the Managing Agent shall present a proposed budget for the operation of the Association during the forthcoming year. Said budget shall include such items of expense as shall be determined from time to time by the Executive Board in accordance with the provisions of the Declaration.

7.9 Records and Audit. The executive Board or the Manager shall keep detailed records of the actions of the Executive Board and the Manager, minutes of the meetings of the Executive Board minutes of the meetings of members, and financial records and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which, among other things, shall compare the amount of each assessment of common expenses 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 Association shall be rendered by the Board of Directors to all members at least semi-annually. In addition, an annual report of the receipts and expenditures of the corporation certified by an independent certified public accountant, shall be rendered by the Executive Board to all Unit Owners and to all mortgagees of Units who have requested the same, within ninety (90) days after the end of each calendar year.

7.10 Notices. All notices or demands intended to be served upon the Association, its Executive Board or Manager, whether pursuant to the Declaration or not, shall be sent by registered or certified mail, postage prepaid, to the following address: c/o Augusta Development, L.L.C., 10015 South 176th Street, Omaha, Nebraska 68136, unless and until this Bylaw is amended.

7.11 Rules and Regulations. Restrictions and requirements upon the use and maintenance of the Units and use of the general and limited common elements, which are intended to prevent unreasonable interference with the use and enjoyment of the Units and the common elements by the

Unit Owners are set forth in the Rules and Regulations attached hereto as Exhibit "A". The Rules and Regulations may be amended from time to time by the Executive Board with approval of a majority of the votes entitled to be cast by members present or represented by proxy at any regular or special meeting thereof.

7.12 No Restrictions on Resale. There are no restrictions or requirements concerning the sale or lease of a Unit, nor are there any rights of first refusal on sale or other restraints on the free alienability of any Unit.

7.13 Notice to First Mortgagee. The holder of a first mortgage on any Unit shall be given notice of any change in the Bylaws, Articles of Incorporation or Declaration at least 30 days prior to the effective date of such change.

7.14 Parliamentary Authority. In all meetings of the Association, whether of the members or the Directors, "Roberts Rules of Order, Newly Revised" shall be the authority of parliamentary law, except when in conflict with the express provisions of the Declaration, the Articles of Incorporation or these Bylaws.

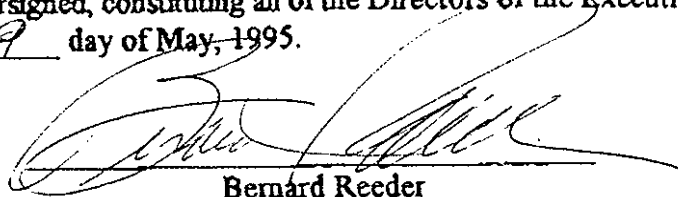
## **Section 8. AMENDMENT OF BYLAWS**

8.1 Amendment by the Members. These Bylaws may be amended by the affirmative vote of a majority of the votes entitled to be cast by members present or represented by proxy at any regular or special meeting. Amendments may be proposed by the Executive Board or by petition signed by members holding a majority of the votes entitled to be cast at any meeting. A statement of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment shall be voted upon.

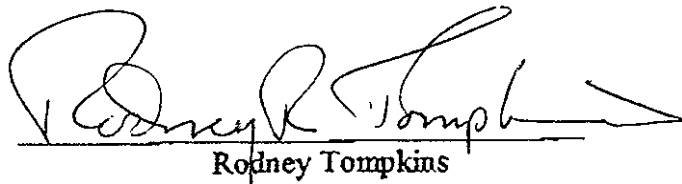
8.2 Amendment by Directors. The Executive Board may at any time propose an amendment to these Bylaws and shall notify all members thereof in writing, together with a statement of the purposes of the amendment and such other matters as the Executive Board deems material to the consideration of the amendment. Such amendment shall be deemed adopted and these Bylaws thereby amended unless members representing 25% of the votes of the Association have notified the Executive Board of their objection thereto in writing within 30 days after the date of such notice. In the event of such objection, the Executive Board may either abandon the proposed amendment or call a special meeting of the members for consideration thereof pursuant to paragraph 8.1 of these Bylaws.

8.3 Limitations. These Bylaws may not be amended insofar as such amendment would be inconsistent with any statutes, the Declaration or the Articles of Incorporation. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the event of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control.

IN WITNESS WHEREOF, the undersigned, constituting all of the Directors of the Executive Board, have hereunto set their hands this 9 day of May, 1995.



Bernard Reeder



Rodney Tompkins