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DECLARATION OF CONDOMINIUM  
OF  
THE REGIS COMMERCIAL CONDOMINIUM

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Dated: November 28, 1984

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City of Omaha, Douglas County  
Nebraska

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Declarant: The Regis Partnership

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## DECLARATION OF CONDOMINIUM

OF

## THE REGIS COMMERCIAL CONDOMINIUM

## ARTICLE I

## SUBMISSION; DEFINITIONS

Section 1.1. Declarant; Premises; County; Name. The Regis Partnership, A Nebraska Partnership ("Declarant") owner in fee simple of the Real Estate described in Exhibit "A" attached hereto, located in the City of Omaha, Douglas County, Nebraska, hereby submits the Real Estate, including all easements, rights and appurtenances thereto belonging and the building and improvements erected thereon (collectively, the "Premises") to the provisions of the Nebraska Uniform Condominium Act; §§76-825 et seq. ("Act") and hereby creates with respect to the premises a condominium to be known as The Regis Commercial Condominium (the "Condominium").

Section 1.2. Easements and Restrictions of Record. Included among the easements, rights and appurtenances referred to in Section 1.1 above are the following recorded easements:

(a) A certain grant and reservation of easements by the Declarant, Regis Partnership, recorded in Book 726, Page 346, of the Miscellaneous Records of the Register of Deeds office of Douglas County, Nebraska.

(b) Rights granted under a certain Party-Wall Agreement dated October 11, 1910, filed January 5, 1911, in Book 27 at Page 677 of the Register of Deeds office of Douglas County, Nebraska.

(c) Rights granted under a certain Party-Wall Agreement dated June 1, 1892, filed June 27, 1892, in Book 11 at Page 485 of the Register of Deeds office of Douglas County, Nebraska, between Lots 7 & 8, said Agreement to last "so long as said building or wall lasts."

(d) Rights granted under a certain Party-Wall Agreement dated June 1, 1892, filed June 27, 1892, in Book 11 at Page 488 of the Register of Deeds office of Douglas County, Nebraska, between Lots 7 & 8, said Agreement to last "so long as said building or wall lasts."

Section 1.3. Definitions.

(a) Capitalized terms not otherwise defined in this Declaration shall have the meanings specified or used in the Act.

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(b) The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

(1) "Association" means the Unit Owners' Association of the condominium and shall be known as The Regis Commercial Condominium Association.

(2) "Bylaws" means the document providing for the governance of the Association, as the same may be amended from time to time.

(3) "Common Elements" means all portions of the Condominium other than the Units.

(4) "Common Expense" means expenditures made by or financial liabilities of the Association, together with all allocations to reserves.

(5) "Common Expense Liability" means the liability for common expenses allocated to each Unit in accordance with respective percentage interest of each Unit.

(6) "Condominium" means the Condominium described in Section 1.1 above.

(7) "Declarant" means the Declarant described in Section 1.1 above.

(8) "Declaration" means this document, as the same may be amended from time to time.

(9) "Executive Board" means the Executive Board of the Association.

(10) "Limited Common Elements" means the Common Elements described as such in the Act or this Declaration, or as shown on the Plats and Plans.

(11) "Limited Expense" means the Common Expenses described as such in §§76-873 of the Act.

(12) "Master Association" means an organization described in §76-857 of the Act.

(13) "Plats and Plans" means the Plats and Plans attached hereto as Exhibit "B", as the same may be amended from time to time.

(14) "Rules and Regulations" means such rules and regulations as are promulgated by the Executive Board from time to time with respect to the use and enjoyment of the Premises.

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(15) "Unit" means a portion of the Condominium designated for separate ownership, the boundaries of which are situated as shown on the Plats and Plans and are described in Section 2.4 hereof.

(16) "Unit Owner" means a person who owns a Unit, including the Declarant.

(c) The following terms when used herein shall have the meanings set forth below:

(1) "Alteration(s)" means the combination or separation of Units permitted by this Declaration and the Act which entails one or more of:

(i) the construction of all or a portion of one or more intervening partitions, walls, floors or ceilings (each of which will then become part of the Common Elements) to form separate Units;

(ii) the removal or alteration of all or a portion of one or more partitions, walls, floors or ceilings (each of which is part of the Common Elements) between Units; or

(iii) the creation, alteration or removal of one or more apertures in one or more intervening partitions, walls, floors or ceiling (each of which is part of the Common Elements) between Units.

(2) "Condominium Documents" means this Declaration, the Plats and Plans, Bylaws and Rules and Regulations.

(3) "Date of First Conveyance" means the date of the first conveyance of a Unit to a Person other than the Declarant.

(4) "Date of Transfer" means the date upon which control of the Executive Board by Declarant is completely transferred to the Unit Owners under Section 11.3.

(5) "Eligible Insurer or Guarantor" means an insurer or governmental guarantor of a first mortgage or deed of trust on a Unit and who has requested notice of one or more certain matters in accordance with Section 6.2 hereof.

(6) "Eligible Mortgagee" means a lender who holds a first mortgage on a Unit and who has requested notice of one or more certain matters in accordance with Section 6.2 hereof.

(7) "Eligible Beneficiary" means a lender who holds a first deed of trust on a Unit and who has requested notice of one or more certain matters in accordance with Section 6.2 hereof.

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(8) "Insurance Trust Agreement" means that certain agreement between the Association and the Insurance Trustee providing for the management and disbursement of insurance proceeds in accordance with Section 7.1 hereof.

(9) "Insurance Trustee" means that certain entity responsible for the management of insurance proceeds pursuant to the Insurance Trust Agreement, which entity's deposits are insured by the Federal Deposit Insurance Corporation, Federal Savings and Loan Insurance Corporation or another federally constituted body serving in an equivalent function.

(10) "Party-Wall" means a common wall located between the boundaries of two or more Units.

(11) "Percentage Interest" means the undivided ownership interests in the Common Elements appurtenant to each Unit as set forth in Exhibit "C" attached hereto, as the same may be amended from time to time.

## ARTICLE II

PERCENTAGE INTERESTS, VOTES AND  
COMMON EXPENSE LIABILITIES; UNIT BOUNDARIES;  
RELOCATION OF UNIT BOUNDARIES;  
MAINTENANCE RESPONSIBILITIES

Section 2.1. Percentage Interests. Attached as Exhibit "C" hereto is a list of all Units by their Identifying Numbers and the Percentage Interest appurtenant to each Unit, determined on the basis of area, by dividing the area of each Unit by the aggregate area of all Units, and then rounding the final percentages so that the sum of all Percentage Interests is one hundred percent (100%). The area of each Unit is the total number of square feet of floor space contained therein determined by reference to the dimensions shown on the Plats and Plans, exclusive of interior partitions.

Section 2.2. Votes. Each Unit Owner shall be entitled to vote on all matters at any meeting of the Association in accordance with the percentage interest of such Unit Owner in the Common Elements. The vote allocated to a Unit shall not be divisible. In the event a Unit is owned by more than one Owner, the provisions of Section 76-868(a) of the Act shall govern the casting of that Unit's vote.

Section 2.3. Common Expense Liabilities. The Common Expense Liability of each Unit shall be assessed in accordance with the respective Percentage Interest of each Unit.

Section 2.4. Unit Boundaries.

(a) The title lines or boundaries of each Unit are situated as shown on the Plats and Plans and are formed by the following planes:



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(1) The exterior surface of all doors, and their sills and hardware, leading from such Unit to interior corridors of the Building;

(2) The Unit-side surface of all doors, and their sills and hardware, leading directly to the outside of the Building and the Unit-side surface of the door frames in which such doors are set;

(3) The Unit-side surface of the sashes of windows which are set in the exterior walls of such Unit, the exterior surfaces of the panes of such windows and the Unit-side surface of the frames and sills for such windows;

(4) The Unit-side surface of the portion of the structure to which the plaster or plasterboard is attached, with respect to ceilings and perimeter walls located at the perimeter of such Unit that are not Party-Walls;

(5) The center line of Party-Walls;

(6) The Unit-side face of the subfloor of each such Unit;

(7) The Unit-side surface of the furring, as extended, around columns and "stacks" containing pipes, ducts, wires, conduits, chutes and flues that are either Common Elements or Limited Common Elements; and

(8) The exterior surface of through-wall air conditioner units which serve only one Unit, and the Unit-side face of all air conditioning grilles which are attached to the outside face of the Building.

(b) Each Unit consists of all portions of the Building within the aforesaid title lines, except the air space displaced by:

(i) structural members and bearing columns within or passing through such Unit which are deemed to be Common Elements; and

(ii) other Common Elements within such Unit including, without limitation, chutes, flues, ducts, wires, conduits and pipe runs which serve more than one Unit. With respect to such chutes, flues, ducts, wires, conduits and pipe runs, the provisions of Section 76-839(2) of the Act shall apply.

(c) Those portions of any heat pump/air conditioning condensing units, water heaters, lighting devices, outlets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only such Unit and which lie partially within and partially outside the title lines of a Unit shall be deemed to be a part of such Unit.

**BOOK 1745 PAGE 616**Section 2.5. Relocation of Unit Boundaries by Combination or Subdivision of Units.

(a) Upon compliance with the requirements of Section 2.5(d) hereof, two or more entire adjacent Units may be combined into a larger Unit, provided that both of the combined Units are under common ownership at the time of effecting such combination, whereupon the Percentage Interest appertaining to such combined Unit shall be the sum of the respective Percentage Interests appertaining to each of the Units that have been combined. The Identifying Number on the combined Units shall consist of the numbers of the Unit having the lowest numbered Identifying Number, followed by a hyphen and the last digit of the Identifying Number of each other combined Unit, arranged in numerical order. By way of illustration, if Units with Identifying Numbers of 101 and 102 were to be combined, the Identifying Number of the combined Unit would be 101-2.

(b) Upon the compliance with the requirements of Section 2.5(d) hereof, a Unit may be divided or subdivided by any Unit Owner into a smaller Unit and any portion thereof, less than the entire Unit, may be sold or otherwise transferred. The respective Percentage Interests appertaining to such separate Units shall be determined on the basis of size pursuant to Section 2.1 hereof. The respective Identifying Numbers of the subdivided Units shall be determined by the Executive Board.

(c) The Declarant expressly reserves the right to subdivide or convert Units previously created into additional Units, Common Elements, or both. The Declarant, upon exercising any such development rights shall comply with Section 76-847 of the Act.

(d) Any Unit Owner who wishes to perform any Alteration to his Unit or Units shall:

(1) Refrain from making any alteration that will:

(i) impair the structural integrity of the Building or any mechanical or electrical system therein;

(ii) adversely affect either the fire retardant or sound absorbent quality of the Building;

(iii) lessen the support of any portion of the Building; or

(iv) violate any applicable law, ordinance or governmental rule, regulation or order;

(2) Obtain the approval of the Executive Board (which approval shall not be unreasonably withheld or delayed) for any Alteration to the Building prior to the commencement of any such alteration;

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- (3) Expeditiously complete all Alterations:
- (i) in accordance with the plans and specifications therefor which have been prepared at such Unit Owner's expense and which have been approved by the Executive Board prior to the commencement of such Alterations; and
  - (ii) without incurring any mechanics' or materialmen's liens;
- (4) Pay the full cost of performing all such Alterations; and
- (5) Pay all costs and expenses incurred in connection with the preparation, review, execution and recording of any amendment to this Declaration (including the Plats and Plans) needed in order to reflect the condition of a Building after completion of such Alterations, which amendment shall be recorded by the Executive Board if such amendment conforms to the requirements of the Act and if such amendment is approved in writing by
- (i) all Owner(s) of all Units the appearances of which on such amendment differ from their respective appearances on the Plats and Plans prior to such amendment.

Section 2.6. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of Section 76-865 of the Act, except as expressly set forth to the contrary herein. All Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element shall be assessed as Limited Expenses against the Units to which such Limited Common Element was assigned at the time the expense was incurred.

### ARTICLE III

#### DESCRIPTION AND ALLOCATION OF LIMITED COMMON ELEMENTS

Section 3.1. Description of Limited Common Elements. Limited Common Elements shall include those portions of a Building defined as such pursuant to Sections 76-839(2) and (4) of the Act or as identified and designated as Limited Common Elements in the Plats and Plans, Section 3.2 hereof, or both. Those portions of the Limited Common Elements serving only the Unit above, below or adjacent to such Limited Common Element, as the case may be, are Limited Common Elements allocated only to the Unit which they serve. Those Limited Common Elements (if any) shown and identified as such on the Plats and Plans shall be allocated to the Unit indicated therein.

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Section 3.2. Specified Limited Common Elements. The following portions of the Building are hereby designated as Limited Common Elements:

(a) Heat pump/air conditioning condensing units, Window and door sills, frames and hardware which are not part of the Unit but which are adjacent to and serve only such Unit;

(b) Elevator No. 1 is allocated, on a square footage basis, to all Units on the "Basement Floor" and the "Second Floor."

(c) Elevators No. 2 and No. 3 are allocated, on a square footage basis, for the 10% operating and maintenance expense liability, to all Units on the "Basement Floor" and the "Second Floor."

(d) Elevator No. 4 is allocated, on a square footage basis, to all Units on the "Basement Floor" and the "Second Floor" and to Unit No. 102 on the "First Floor."

#### ARTICLE IV

##### EASEMENTS: DECLARANT'S OFFICES

Section 4.1. Easements. In addition to the easements specifically granted by the Act, the Condominium shall be subject to the following easements and restrictions:

(a) An easement to the Declarant to maintain the sales offices and management offices as provided in Section 4.2 hereof and to maintain one or more advertising signs on the Common Elements while the Declarant is selling Units in the Condominium, pursuant to Section 76-852 of the Act.

(b) An easement in favor of the appropriate utility companies for such services as are desirable or necessary to adequately serve the Premises and all appurtenances thereto; including (by way of illustration and not limitation) the right to install, lay, maintain, repair, relocate and replace water mains and pipes, steam lines, gas mains and pipes, sewer and drain lines, telephone and other communication wires, cables and equipment, electrical wires and conduits, and associated equipment, over, under, through, in, along and on the Premises (including, without limitation, one or more Units therein).

(c) The Common Elements (other than the Limited Common Elements) shall be and hereby are made subject to an easement in favor of the Unit Owners and their invitees, employees, tenants and servants, the Association and the agents and employees of the Association for access, egress and ingress over, through and across each portion thereof, pursuant to such requirements and subject to such charges as the Executive Board may from time to time prescribe; provided that nothing contained herein shall create any access easement in favor of Unit Owners with respect to such portions of the Common Elements which are not needed in order to gain access to one or more Units and as to which the

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Executive Board may from time to time determine it to be necessary or desirable to limit or control access by Unit Owners or the occupants of Units, or both (including, by way of illustration and not limitation, machinery and equipment rooms, and management agent's office.

(d) The Common Elements (including, but not limited to the Limited Common Elements) shall be and hereby are made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements (including, but not limited to, the Limited Common Elements), and in connection therewith, the Association may grant easements, licenses or permits over the Common Elements for utilities or other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium.

(e) The Common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Units benefited:

(1) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air-conditioning systems, electrical, other utility lines and conduits which are a part of or exclusively serve a single Unit and which pass across or through a portion of the Common Elements.

(2) For the installation, repair, maintenance, use, removal and/or replacement of overhead lighting fixtures, electrical receptacles and the like which are located in a portion of the ceiling, wall or floor adjacent to a Unit which is a part of the Common Elements; provided that the installation, repair maintenance, use, removal or replacement of such fixtures, receptacles and the like does not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Building.

(3) For driving and removing nails, screws, bolts and the like into the Unit-side surface of walls, ceilings and floors which are part of the Common Elements; provided that such action will not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Building.

(4) For the maintenance of the encroachment of any lighting devices, outlets, heat pump/air conditioning condensing units, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Element or Limited Common Element on the date this Declaration is recorded.

(f) To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building, the Common Elements and the Limited Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in

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the Building, the Common Elements and the Limited Common Elements.

(g) The Units and the Limited Common Elements are hereby made subject to the following easements:

(1) In favor of the Association and its agents, employees and independent contractors,

(i) for inspection of the Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible,

(ii) for inspection, maintenance, repair, and replacement of the Common Elements or the Limited Common Elements situated in or accessible from such Units or Limited Common Elements, or both,

(iii) for correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common Elements and/or the Units, and

(iv) for any of the purposes set forth in Section 4.1(i) or Section 4.1(j) hereof, it being understood and agreed that the Association and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with a Unit Owner's use of his Unit resulting from the Association's exercise of any rights it may have pursuant to this Section 4.1(g)(1), Section 4.1(g)(2) hereof, or both; and

(2) In favor of the Unit Owner benefited thereby and the Association and its agents, employees and independent contractors, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical, telephone, telegraph or other communications systems and all other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of one or more Units.

(h) The exclusive easement for use of the Building Limited Common Elements by the Unit Owner and lawful occupants of the Building (and their invitees, employees, tenants and servants) shall be limited to lawful uses normally associated with such Limited Common Elements. The Executive Board shall have the right to promulgate Rules and Regulations regarding the use of the Building's Limited Common Elements that are consistent with the provisions of the immediately preceding sentence.

(i) Whenever in this Declaration and the Plats and Plans a title line of a Unit is described as being the upper surface of the subfloor, it is intended thereby, and it is hereby declared, that the owner of such Unit shall have an easement for the purpose of affixing and removing carpeting, parquet flooring and other floor coverings; and otherwise decorating, cleaning and

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maintaining such surface, all at the costs and expense of the Owner of such Unit; it being understood and agreed that the Association, acting by its Execution Board on behalf of all Unit Owners, shall, at all times while this Declaration is in effect, retain the right and duty to maintain, repair and/or replace the structural subfloors of which said surfaces are a part, notwithstanding the fact that such maintenance, cleaning, repair or replacement may temporarily adversely affect the Unit Owner's aforesaid easement and right to use the Unit-side surface of said structural subfloor.

(j) Wherever in this Declaration and the Plats and Plans a title line of a Unit is described as being the Unit-side surface of a designated portion of the Premises, it is intended thereby, and it is hereby declared, that the Owner of such Unit shall have an easement for the purpose of decorating such surfaces and affixing thereto and removing therefrom paint, wallpaper, other decorative material, pictures, mirrors, wall systems and decorative articles, and (with respect to all such portions of the Premises) cleaning and maintaining such surfaces, all at the cost and expense of the Owner of such Unit. Thus, by way of illustration and not limitation, the Owner of a Unit has an easement to paint the Unit-side surface of door and window sills. It is understood and agreed that the Association, acting by its Executive Board on behalf of all Unit Owners, shall, at all times while this Declaration is in effect, retain the right and duty to maintain, repair and/or replace the portions of the Premises of which said surfaces are a part, notwithstanding the fact that such maintenance, cleaning, repair or replacement may temporarily adversely affect the Unit Owner's aforesaid easement and right to use the Unit-side surface of such portion of the Premises.

(k) In the event any portion of any Unit or Common Element encroaches on any other Unit or Common Element, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Condominium or for any other reason, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

(l) All easements, rights and restrictions described and mentioned in this Declaration are easements appurtenant, running with the land and the Real Estate, including (by way of illustration but not limitation) the Units and the Common Elements, and (except as may be expressly otherwise provided in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration, as it may be amended from time to time.

(m) Until the Date of Transfer the Declarant shall have an easement through the Units to provide for modifications and additions to any portion of the Unit necessary to complete planned upgrades.

Section 4.2. Declarant's Offices. The Declarant may

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maintain advertising signs, sales and management offices in the Condominium pursuant to Section 76-852 of the Act. Such offices shall be limited to a maximum of one (1) Unit. Initially, Declarant intends to locate such office in Unit B101. The Declarant reserves the right to relocate such office to any other Unit.

## ARTICLE V

RESTRICTIONS ON USE;  
LEASE OF UNITS

Section 5.1. Commercial Uses. The following restrictions shall apply to the use of the Condominium, in addition to any restrictions that may be set forth in the Rules and Regulations referred to in Section 5.1(i) hereof:

(a) The Units in the Condominium (with the exception of any Units during the time period when they are being used by the Declarant as sales and management offices) are restricted to commercial use and may not be used for any other purposes by the Unit Owner or any future Unit Owner. Notwithstanding the foregoing, Units may also be used for accessory uses which are customarily incidental to the foregoing use; provided that any such use conforms with the applicable zoning regulations of the City of Omaha as same may be amended from time to time. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose.

(b) No Unit Owner may obstruct the Common Elements in any way. No Unit Owner may store anything in or on the Common Elements without the prior written consent of the Executive Board.

(c) The Common Elements (other than the Limited Common Elements and such other portions of the Premises as to which the Executive Board may, from time to time, limit or control access by the Unit Owners or other occupants of Units, or both), shall be used only for the benefit or enjoyment of the Unit Owners and the occupants of all Units. No Unit Owner may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the quiet enjoyment by the occupants of any other Unit. The Premises shall be maintained in a clean and sanitary condition, and no Unit Owner may place any garbage, trash or rubbish anywhere in the Premises other than in his own Unit and in or on such parts of the Common Elements as may be designated for such purpose by the Executive Board.

(d) No Unit shall be used, occupied or kept in a manner which in any way increases the fire insurance premiums for the Premises without the prior written permission of the Executive Board, which permission may be conditioned upon the Unit Owner of such Unit being required to bear the full cost of



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such increase. No Unit or any part of the Common Elements shall be used, occupied or kept in a manner which violates any law, statute, ordinance or regulations of any governmental body or which leads to the cancellation of any hazard insurance policy or policies on the Premises.

(e) No Unit Owner (other than the Declarant in connection with its marketing and sale of Units) may erect any sign on or in his Unit or any Limited Common Element which is visible outside his Unit or from the Common Elements, without in each instance having obtained the prior written permission of the Executive Board which shall not be unreasonably withheld.

(f) Nothing shall be done or be permitted to be done which would jeopardize the soundness or safety of the Building or impair any easement or hereditament therein without the consent of all Unit Owners.

(g) Installation, removal, reconstruction or repair of any electrical lighting, signal transmission and/or power circuit or electric outlet box or terminal device included in such outlet box, or any item of heating duct or related equipment, any of which is located within an interior partition of a Unit or within the ceiling above a Unit, may be undertaken by the Unit Owner of such Unit only after application has been made to and written approval has been received from the Executive Board. Such approval shall be granted only if the work performed shall be of similar or superior quality to that then prevailing in the Building and installation, removal, reconstruction or repair, whether undertaken by a Unit Owner or by the Association (under procedures to be established by the Executive Board) shall be borne by the Unit Owner of the Unit benefited thereby.

(h) No pets or other nonhuman animals shall be raised, bred or kept in any Unit or in the Common Elements unless a Unit Owner obtains the prior written consent of the Association.

(i) Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Premises may be promulgated from time to time by the Executive Board, subject to the right of a majority of Unit Owners to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Association promptly after the adoption of such Rules and Regulations or any amendments thereto.

(j) The owner of a Unit shall be responsible for maintaining such Unit in good order and repair, at the expense of such owner, including (but not limited to) cleaning and replacing glass panes in any window serving such Unit.

(k) The owner of a Unit shall be responsible at his sole expense for the cleanliness of any Limited Common Element serving his Unit.

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(l) Unit Owners may not install window air-conditioners, exhaust fans or any other item which protrudes through any window serving the Unit without the prior written approval of the Executive Board.

(m) Unit Owners may not install or replace, or have installed or replaced, any locks on any doors to any Unit without the prior written approval of the Executive Board.

Section 5.2. Lease of Units. Any Unit (but not less than an entire Unit) including without limitation any unsold Unit owned by the Declarant or a Unit possessed or owned by a mortgagee, may be leased or subleased at any time and from time to time subject to the following requirements:

(a) No Unit may be leased or subleased for an initial term of less than six (6) months, with the exception of Units owned by the Declarant or possessed or owned by a mortgagee, which may not be leased or subleased for an initial term of less than one (1) month; or

(b) No Unit may be leased or subleased without a written lease or sublease;

(c) A copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof;

(d) The rights of any lessee or sublessee of any Unit (under a lease or sublease whose current term or current renewal or extension thereof commences on or after the date of recordation of this Declaration) shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions and restrictions contained in this Declaration, Bylaws and Rules and Regulations, and a default thereunder shall constitute a default under such lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any assessment on behalf of the Owner of that Unit; and

(e) The liability of the Unit Owner under law, this Declaration, Bylaws and Rules and Regulations shall continue during the tenancy or subtenancy of any lease or sublease.

## ARTICLE VI

## MORTGAGES AND TRUST DEEDS

Section 6.1. Unit Mortgages and Trust Deeds.

(a) Whether or not they expressly so state, all Unit mortgages, trust deeds and other obligations secured thereby shall be deemed to provide, generally, that the mortgage or trust deed,

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and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act, this Declaration, Bylaws, Plats and Plans and the Rules and Regulations, and shall be deemed to provide specifically, but without limitation, that the obligation secured by the mortgage or trust deed shall be prepayable, without premium or penalty, upon the happening of a termination of the condominium form of ownership of the Premises or determination not to restore or replace the affected Unit, and that no mortgagee or trust deed beneficiary shall have any right to:

(1) Participate in the adjustment of losses with insurers or in the decisions as to whether or not or how to repair or restore damage to or destruction of the Premises.

(2) Receive or apply the proceeds of insurance to the reduction of the mortgage or trust deed debt or otherwise, except in the event and to the extent either of a distribution of such proceeds to Unit Owners pursuant to Section 76-871(h) of the Act or of insurance proceeds in excess of the cost of repair or restoration being received by the Owner of the Unit encumbered by a mortgage or trust deed; or

(3) Accelerate the mortgage or trust deed debt or be entitled to exercise any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere in the Premises other than within the Unit encumbered by the mortgage or trust deed.

(b) No Unit Owner or prospective purchaser of a Unit shall deliver any mortgage or trust deed, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed mortgagee or trust deed beneficiary and of the amount of the debt proposed to be so secured. When a mortgage or trust deed is delivered to the mortgagee or trust deed beneficiary, the Unit Owner shall simultaneously provide an executed or conformed copy thereof to the Executive Board. Upon receipt of any such copy of a mortgage or trust deed, the Secretary of the Executive Board shall instruct the insurer of the Premises to add the name of the mortgagee or trust deed beneficiary to the mortgagee loss payable provision of the hazard insurance policy covering the Premises and to provide such mortgagee or trust deed beneficiary with a certificate of insurance showing that such mortgagee's or trust deed beneficiary's name has been so added. The lien of any purported mortgage or trust deed which does not comply with all the requirements of this Article VI shall not attach to or affect the Premises or any part thereof or interest therein and shall be of no force and effect as and to the extent that it purports to relate thereto. The Secretary shall maintain a register of mortgages and trust deeds, showing the amount secured thereby and the names and addresses of the mortgagees and trust deed beneficiaries.

Section 6.2. Notice Requests. Upon written request to the Association, identifying the name and address of the Eligible Mortgagee or Trust Deed Beneficiary, Insurer or Guarantor and the Unit encumbered by the first mortgage or first deed of trust, such Eligible Mortgagee or Trust Deed Beneficiary, Insurer or Guarantor shall be entitled to receive one or more of the following:

(a) An annual audited financial statement of the Association for the immediately preceding fiscal year, furnished free of charge and within a reasonable time following such request;

(b) Timely written notice of substantial damage to or destruction of any part of the Common Elements (the repair of which would cost in excess of \$10,000) or any Unit (the repair of which would cost in excess of (\$1,000) on which there exists a first mortgage or first deed of trust held, insured or guaranteed by such Eligible Mortgagee or Trust Deed Beneficiary, Insurer or Guarantor;

(c) Timely written notice of any delinquency in the payment of assessments or charges owed by an Owner of the Unit subject to a first mortgage or first deed of trust held, insured or guaranteed by such Eligible Mortgagee or Trust Deed Beneficiary, Insurer or Guarantor which delinquency remains uncured for a period of sixty (60) days;

(d) Timely written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

Any such requests made pursuant to this Section 6.2 shall specify which of the above items are requested, and shall indicate the address to which such documents or notices shall be sent by the Association. The Association need not inquire into the validity of any requests made under this Section 6.2. Failure to comply with the requirements set forth in this Section 6.2 shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

Section 6.3. Books and Records. Any mortgagee and trust deed beneficiary shall have the right, upon reasonable prior notice to the Executive Board, to examine the books and records of the Association at the office of the Association during its normal business hours.

## ARTICLE VII

### INSURANCE

Section 7.1. Types and Amounts. In addition to and in supplementation of the insurance required under Section 76-871 of

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the Act, the Association shall obtain the following types and amounts of insurance:

(a) Hazard insurance, with an endorsement for extended coverage, or such other fire and casualty insurance as the Executive Board may determine provides equal or greater protection for the Unit Owners and their mortgagees or trust deed beneficiaries, if any, in each case complying with the applicable requirements of Section 7.2 hereof. Such hazard insurance shall, if and to the extent reasonably available, provide coverage of at least all portions of the Premises outside of the Units, any Common Elements located within any Unit and any fixtures, equipment or other property within the Units which are financed using the proceeds of a first mortgage or first deed of trust on any Unit. Such hazard insurance shall insure against all risks of direct physical loss commonly insured against. If such hazard insurance no longer becomes available in the future, the Association shall obtain such comparable insurance as is then available. The amount of any such hazard insurance obtained pursuant to this paragraph shall be equal to the full insurable replacement value of the insured property, without deduction or depreciation, (i.e., 100% of current "replacement cost" of the Condominium, exclusive of land, foundation, excavation and other items normally excluded from coverage, but including all Building service equipment and the like and any fixtures, equipment or other property within the Units which are financed using the proceeds of a first mortgage or first deed of trust on any Unit) with an "agreed amount endorsement" or its equivalent, if available, an "inflation guard endorsement," if available, and "steam boiler coverage," if applicable in an amount not less than One Hundred Thousand Dollars (\$100,000.00) per accident per location. Notwithstanding the foregoing, in no event shall the aggregate amount of the insurance obtained be less than the amount of the initial principal sum of all mortgages or trust deeds in effect from time to time. Such hazard insurance shall afford protection against at least the following:

(1) Loss or damage caused by fire and other hazards normally covered by the standard extended coverage endorsement, and all perils normally covered by the standard "all risk" endorsement, including, without limitation, mischief, wind storm and water and the costs of debris removal and the cost of demolition, in the event same is necessary following such loss or damage; and

(2) Such other risks as are customarily covered in similar projects.

Such hazard insurance policy may at the option of the Association contain a "deductible" provision in an amount to be determined by the Executive Board but not to exceed Twenty-Five Thousand Dollars (\$25,000.00). Such hazard insurance policy shall include a separate loss payable endorsement in favor of the mortgagees or trust deed beneficiaries, if any, modified to make

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the loss payable provisions in favor of such mortgagees or trust deed beneficiaries subject and subordinate to the loss payable provisions in favor of the Insurance Trustee under an Insurance Trust Agreement which shall provide, inter alia, that:

(i) It shall be terminable by either party without cause and without penalty; upon not more than ninety (90) days' written notice;

(ii) If the money paid to the Insurance Trustee in any one instance exceeds Fifty Thousand Dollars (\$50,000.00) such monies shall be held by the Insurance Trustee in escrow and shall be disbursed by the Insurance Trustee in accordance with the terms and conditions of the Insurance Trust Agreement, which terms and conditions shall be consistent with Section 76-871 of the Act;

(iii) If the money paid to the Insurance Trustee in any one instance exceeds Twenty Thousand Dollars (\$20,000.00) but does not exceed Fifty Thousand Dollars (\$50,000.00), the Insurance Trustee shall have the option of holding and disbursing such monies as provided in the immediately preceding paragraph (ii) or disbursing such monies to the Association for further disbursement by the Executive Board as provided in the immediately following paragraph (iv);

(iv) If the money paid to the Insurance Trustee in any one instance does not exceed Twenty Thousand Dollars (\$20,000.00). the Insurance Trustee upon receipt thereof shall disburse such monies to the Association for further disbursement by the Executive Board as provided in Section 76-871 of the Act; and

(v) Any restoration or repair of the Premises shall be performed substantially in accordance with this Declaration and the Plats and Plans.

If the Executive Board fails within sixty (60) days after the date of an insured loss to initiate a claim for damages recoverable under the policy or policies obtained pursuant to this subparagraph, any mortgagee or trust deed beneficiary may initiate such a claim on behalf of the Association. At least once every three (3) years, but more frequently if in the Executive Board's judgment the condominium is unusually rapidly appreciating in value, the Executive Board shall cause an appraisal of the Condominium to be made for the purpose of determining the current full insurable replacement value of the insured property, without deduction for depreciation, and the Association shall change the amount of such insurance required to be carried pursuant to the provisions of the first subparagraph of this Section 7.1(a).

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(b) Comprehensive liability insurance policies, complying with the requirements of Section 7.2 hereof, insuring the Unit Owners, in their capacity as Unit Owners, and Association members and any managing agent retained by the Association, against any liability to the public or to other Unit Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Elements and any part thereof. Such insurance policy shall contain a "severalability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a Unit Owner because of the negligent act of the Association or another Unit Owner. Limits of liability shall be at least One Million Dollars (\$1,000,000.00) covering all claims for personal injury and/or property damage arising out of a single occurrence. Such insurance shall include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, employers' liability, legal liability arising out of lawsuits related to employment contracts of the Association, contractual and all-written contract insurance, and if applicable: elevator coverage, garage-keeper's liability, host liquor liability and such other risks as are customarily covered in similar projects. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Executive Board and may be changed in its discretion provided that such policies shall continue to comply with the requirements of this Section and Section 7.2 hereof.

(c) A fidelity bond or insurance coverage against dishonest acts on the part of such Persons (including, by way of illustration and not limitation, members, officers, directors, trustees, agents, employees and volunteers of the Association and its managing agent) responsible for handling funds belonging to or administered by the Association. Such fidelity bond or insurance shall name the Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than a sum equal to three (3) months' aggregate common Expense Assessments on all Units plus reserve funds. In connection with such coverage, an appropriate endorsement to such policy or bond in order to cover any Persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. Such fidelity bond or insurance shall also:

(i) Name the Association as an obligee; and

(ii) Contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar terminology.

(d) Such workmen's compensation insurance as applicable laws may require.

(e) Insurance to satisfy the indemnification

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obligation of the Association and all Unit Owners set out in Section 9.3 hereof, if and to the extent available.

(f) Such other insurance as the Executive Board may deem appropriate from time to time.

(g) The Executive Board shall have the power to require all Unit Owners to carry such types of insurance on their Units as the Executive Board may reasonably require, including, without limitation, insurance on all portions of the Unit. All insurance carried by Unit Owners shall comply with the provisions of Section 7.2(c) and 7.2(d) hereof and shall be carried with insurance companies satisfying the requirements of Section 7.2(a) hereof.

Section 7.2. Required Provisions. Insurance obtained by the Association shall be in accordance with the following provisions:

(a) All policies shall be written with a company licensed to do business in the State of Nebraska.

(b) Exclusive authority to adjust losses under policies hereafter in force on the Premises shall be vested in the Executive Board or its authorized representative. Prior to the adjustment of any such loss the Executive Board shall decide whether, if the Association uses a public adjuster in connection therewith, the proceeds of any applicable insurance policy on the Premises are likely to be sufficiently increased through the efforts of such adjuster to warrant the additional expense of retaining such an adjuster. If such decision shall be in favor of using a public adjuster, the Executive Board shall cause the Association to retain a public adjuster, which adjuster shall, at the Executive Board's option either act solely in the capacity of advisor to the Association with respect to such adjustment or also act as the Association's authorized representative with respect thereto.

(c) Each Unit Owner may obtain additional insurance at his own expense; provided, however, that:

(i) such policies shall not be invalidated by the waivers of subrogation contained in this Declaration; and

(ii) no Unit Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on the Premises at any particular time.

(d) Any Unit Owner who obtains individual insurance policies covering any portion of the Premises, other than:



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(i) personal property belonging to such Owner; or

(ii) the individual Unit of such Owner, shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after purchase of such insurance.

(e) With respect to the insurance policies or fidelity bonds issued to the Association, the Association shall endeavor to cause such policies or bonds to provide that:

(1) The enforceability of such policies or bonds is not affected by any waiver of subrogation as to any and all claims against the Association, any managing agent, the Unit Owners and their respective tenants, employees, agents, customers and guests, such subrogation being hereby waived:

(2) Such policies or bonds cannot be cancelled, invalidated or suspended by means of the conduct of any one or more Unit Owners, all defenses based upon co-insurance or acts of the insured being waived by the insurer, and in no event can cancellation, material modification invalidation or suspension for any reason be effected without at least thirty (30) days' prior written notice to the Association, such Unit Owner and all mortgagees and trust deed beneficiaries whose names and addresses are on file with the insurer;

(3) Such policies or bonds cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Association or any managing agent without a prior demand in writing that the Association or any managing agent, as the case may be, cure the defect and without providing a reasonable period of time thereafter in which to cure same; and

(4) Any "no other insurance" clause in such policies shall not prohibit Unit Owners from obtaining insurance on their individual Unit provided such insurance policy conforms with the requirements of this Article VII.

(f) The insurance reviews which the Executive Board is required to conduct by the provisions of the last paragraph of Section 7.1(a) hereof shall include an appraisal of the improvements in the Premises by a real estate appraiser acceptable to the insurance carrier or carriers writing the Association's hazard insurance policy or policies.

(g) Each policy required pursuant to this Article VII shall be issued in the name of the Insurance Trustee for the use and benefit of the Unit Owners and their mortgagees and trust deed beneficiaries. Each policy shall be endorsed to provide that any proceeds shall be payable to the Insurance Trustee, as Trustee for each Unit Owner and its mortgagees and trust deed beneficiaries, if any, as their respective interests may appear.

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(h) Coverage may not be prejudiced by:

(i) any act or negligence of one or more Owners of Units when such act or neglect is not within the control of the Association; or

(ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Premises over which the Association has no control.

(i) All policies of property insurance shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such options shall not be exercisable

(i) without the prior written approval of the Executive Board (or any Insurance Trustee) or

(ii) when in conflict with the provisions of any Insurance Trust Agreement to which the Association may be a party or with any requirement of law.

(j) Each policy required pursuant to this Article VII shall contain a standard mortgagee clause, or equivalent endorsement, without contribution.

(k) Insurance coverage obtained and maintained pursuant to the requirements of this Article VII may not be brought into contribution with insurance purchased by Unit Owners or their mortgagees and trust deed beneficiaries.

(l) Insurance coverage obtained and maintained pursuant to the requirements of this Article VII shall not provide that contributions or assessments may be made against any Unit Owners, Mortgagees, Trust Deed Beneficiaries or the Association.

## ARTICLE VIII

## ASSESSMENTS; LIABILITY OF UNIT OWNERS

Section 8.1. Assessments; Monthly Payments. All assessments for Common Expenses and Limited Expenses made in order to meet the requirements of the Association's annual budget shall be

(i) deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments),

(ii) made according to the Common Expense Liability of each Unit, and

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(iii) due and payable in advance on the first day of each month by each Unit Owner. Such assessments shall first become due and payable upon the Date of First Conveyance. The Association shall temporarily establish a reasonably reduced assessment for all unoccupied Units owned by Declarant for a period of sixty (60) days immediately following the Date of First Conveyance.

Section 8.2. Reserve Fund. The Association shall establish an adequate reserve fund for maintenance, repair and replacement of those Common Elements (including without limitation Limited Common Elements) which are anticipated to require maintenance, repair or replacement on a periodic basis. The reserve fund shall be maintained out of the assessments described in Section 8.1 hereof.

Section 8.3. Working Capital Fund. Upon the initial transfer of title from the Declarant to the Purchaser of each Unit, the Association shall collect from such Purchasers an amount equal to a minimum of two (2) months' estimated Common Expense Liability, which monies shall be deposited into a segregated account for the use and benefit of the Association. the contribution to the working capital fund for each unsold Unit shall be paid to the Association within sixty (60) days after the date of the first conveyance of a Unit to a Person other than the Declarant. The purpose of this fund is to insure that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Executive Board. Amounts paid by Purchasers into the working capital fund are not refundable and are not to be considered as advance payments of the assessments described in Section 8.1 hereof. Amounts paid by Declarant into the working capital fund shall be refunded to Declarant by the Association upon the initial transfer of title from the Declarant to a Purchaser of a previously unsold Unit and upon the receipt by the Association from such Purchaser of an amount equal to a minimum of two (2) months' estimated Common Expense Liability.

Section 8.4. Failure to Fix New Assessments. If the Executive Board shall fail to fix new assessments for the subsequent fiscal year before the expiration of any fiscal year, the Unit Owners shall continue to pay the same sums they were paying for such assessments during the fiscal year just ended and such sums shall be deemed to be the new assessments for the succeeding fiscal year, and further deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month. If the Executive Board shall change the assessment at a later date, such new assessment shall be treated as if it were an additional assessment under Section 8.5 hereof.

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Section 8.5. Additional Assessments. If the annual budget shall prove to be insufficient to cover the actual Common Expenses for such fiscal year for any reason (including, by way of illustration and not limitation, any Unit Owner's nonpayment of his assessment), the Executive Board shall have power, at any time (and from time to time) it deems necessary and proper, to levy one or more additional assessments against each Unit Owner, which assessments shall be deemed adopted and assessed on a monthly basis and shall be due and payable in advance on the first day of each month.

Section 8.6. No Exemption by Waiver. No Unit Owner may exempt himself from liability with respect to Common Expenses or Limited Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise.

Section 8.7. Personal Liability of Unit Owners. All sums assessed by the Association under this Article VIII, together with such interest thereon as may be established by the Association, shall constitute the personal liability of the Owner of the Unit so assessed and also shall, until fully paid, constitute a lien against such Unit pursuant to Section 76-874 of the Act. The Association may take action for failure to pay any assessment or other charges pursuant to Section 76-874 of the Act and may assess a late charge for failure to pay any assessment or other charge on the date on which it is due. In addition, the delinquent Owner shall be obligated to pay

(i) all expenses of the Executive Board including reasonable attorneys' fees incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and

(ii) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest and late charges, if any, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.

Section 8.8. Subordination of Certain Charges. Any fees, charges, late charges, fines and interest that may be levied by the Association pursuant to Sections 76-860(a)(10), (11) and (12) of the Act shall be subordinate to the lien of any mortgage or trust deed.

Section 8.9. Unpaid Assessments. Any unpaid assessments which cannot be promptly collected from the former Unit Owner may be reassessed by the Executive Board as a Common Expense to be collected from all of the Unit Owners, including (by way of illustration and not limitation) the purchaser who acquired title to the Unit at the sheriff's sale, his successors and assigns and any mortgagee or trust deed beneficiary who comes into possession

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of a Unit by deed in lieu of foreclosure or assignment in lieu of foreclosure.

### Section 8.10. Liability of Purchaser of Unit for Unpaid Assessments.

(a) Notwithstanding the provisions of Section 8.9 hereof (but subject to the provisions of Section 76-884(c) of the Act), upon the voluntary sale, conveyance or transfer of a Unit or any interest therein, the grantee thereof shall be jointly and severally liable with the grantor thereof for all unpaid assessments for Common Expenses which are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, but such joint and several liability shall be without prejudice to such grantee's right to recover from such grantor the amount of any such unpaid assessments which such grantee may have paid, and until any such assessments are paid, they shall continue to be a lien against the Unit which may be enforced in the manner set forth in Section 76-874 of the Act.

(b) Upon any involuntary sale, conveyance or transfer of a Unit or any interest therein, the grantee thereof shall be liable for any and all assessments for Common Expenses which are charged against the Unit after the date of consummation of the sale, conveyance of transfer.

### Section 8.11. Separate Metering of Certain Utility Charges. Electricity shall be separately submetered for each unit.

## ARTICLE IX

### REMEDIES; LIMITATION OF LIABILITY

Section 9.1. Remedies. Subject to the provisions of Section 76-869 of the Act, the Association and any aggrieved Unit Owner shall have an appropriate right of action, together with any and all appropriate remedies under the Act, in law or equity, against any of the Unit Owners or the Association for failure to comply with any provision of any Condominium Document or with any decision of the Association made pursuant thereto.

Section 9.2. Limited Liability of the Executive Board. The Executive Board, and its members in their capacity as members, officers and employees:

(a) Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for the injury or damage to Persons or property caused by the elements or by another Unit Owner or Person on the premises, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Building, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each

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such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

(b) Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment negligent or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;

(c) Shall have no personal liability in contract to a Unit Owner or any other Person under any agreement, check contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;

(d) Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;

(e) Shall have no personal liability in tort to a Unit Owner or any other Person, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and

(f) Shall have no personal liability arising out of the use, misuse or condition of the Buildings, or might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

Section 9.3. Indemnification. Each Executive Board member, officer, or both shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association. The indemnification by the Unit Owners set

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forth in this Section 9.3 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Section 9.4. Joint and Several Liability of Unit Owners and Lessees. Each Unit Owners shall be jointly and severally liable with any lessees or sublessees of the Unit owned by such Unit Owner for all liabilities arising out of the ownership, occupancy, use, misuse or condition of such Unit or any portion of the Common Elements or Limited Common Elements.

Section 9.5. Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board, which shall promptly give written notice thereof to the Unit Owners and mortgagees and trust deed beneficiaries, such complaints shall be defended by the Association. Unit Owners and mortgagees and trust deed beneficiaries shall have no right to participate other than through the Association in such defense. Complaints of a nature specified in Section 9.4 hereof against one or more but less than all Unit Owners or Units shall be defended by such Unit Owners who are defendants themselves and such Unit Owners shall promptly give written notice of the institution of any such suit to the Association and to the mortgagees and trust deed beneficiaries of their Units.

**ARTICLE X****UNITS SUBJECT TO CONDOMINIUM DOCUMENTS; EMINENT DOMAIN**

Section 10.1. Applicability of Condominium Documents. Each present and future owner, lessee, sublessee, occupant, mortgagee and trust deed beneficiary of a Unit shall be subject to and shall comply with the provisions of the Act, this Declaration, Plats and Plans, Bylaws and Rules and Regulations and with the covenants, conditions and restrictions as set forth in this Declaration, Plats and Plans, Bylaws, Rules and Regulations and deed to such Unit; provided that nothing contained herein shall impose upon any lessee, sublessee, mortgagee or trust deed beneficiary of a Unit any obligation which the Act or one or more of such documents, or both, make applicable only to Unit Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed, mortgage or trust deed to any Unit, or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Act, this Declaration, Plats and Plans, Bylaws, Rules and Regulations and the covenants, conditions and restrictions set forth in the deed to such Unit

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are accepted and ratified by such grantee, lessee, sublessee, mortgagee or trust deed beneficiary. All of such provisions shall be covenants running with the land and shall bind any Person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, trust deed or lease thereof.

Section 10.2. Eminent Domain. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Elements or any portion thereof, the award or proceeds of settlement shall be paid to the Association, for the use and benefit of the Unit Owners and their respective mortgagee and trust deed beneficiaries, if any, as their interests may appear, subject to Section 76-831 of the Act.

## ARTICLE XI

## TRANSFER OF CONTROL

Section 11.1. Initial Control. Declarant shall initially appoint the first three (3) members of the Executive Board and any successors thereto until control of the Executive Board has been completely transferred to the Unit Owners pursuant to Section 11.3 hereof.

Section 11.2. Interim Control. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the units to Unit Owners other than the Declarant a special meeting of the Association shall be held for the purpose of electing one additional member to the Executive Board which election shall be made by Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units to Unit Owners other than the Declarant, a special meeting of the Association shall be held for the purpose of electing one additional member to the Executive Board, which election shall be made by the Unit Owners other than the Declarant.

Section 11.3. Final Control. Not later than the earlier to occur of

(i) sixty (60) days after conveyance of ninety percent (90%) of the Units to Unit Owners other than the Declarant or

(ii) two (2) years after the Declarant has ceased to offer Unit for sale in the ordinary course of business.

A special meeting of the Association shall be held for the purpose of electing members to the Executive Board to replace those members of the Executive Board appointed by the Declarant.



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Section 11.4. Master Association. The Association, may, pursuant to its Bylaws, provide that any of its power may be exercised by or may be delegated to a profit or non-profit corporation, or unincorporated association, which exercises those or other powers on behalf of one or more condominiums or for the benefit of the Unit owners of one or more condominiums and which is defined as a Master Association pursuant to §76-857 of the Act.

## ARTICLE XII

## AMENDMENT OF DECLARATION

Section 12.1. Amendment Generally. This Declaration may be amended only in accordance with the procedures specified in Section 76-854 of the Act, the other Sections of the Act referred to in Section 76-854 thereof and the express provisions of this Declaration.

Section 12.2. Corrective Amendments. If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration that is defective, missing or inconsistent with any other provision hereof or with the Act, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence. Each amendment of the type described in this Section 12.2 shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the Executive Board.

## ARTICLE XIII

## MISCELLANEOUS

Section 13.1. Interpretation. The provisions of this Declaration shall be liberally construed in order to effectuate Declarant's desire to create a uniform plan for development and operation of a condominium project. The table of contents and captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

Section 13.2. Gender; Number. The use of the masculine gender in this Declaration shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

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Section 13.3. Effective Date. This Declaration shall become effective when it and the Plats and Plans have been recorded.

IN WITNESS WHEREOF, Declarant, intending to be legally bound hereby, has duly executed this Declaration on this 28th day of November, 1984.

REGIS PARTNERSHIP, A Nebraska Partnership

BY: [Signature]

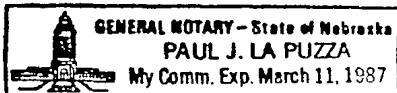
And By:

BY: [Signature]

STATE OF NEBRASKA ) ) ss. COUNTY OF DOUGLAS )

On this 28th day of November, 1984, before me a Notary Public in and for the above state and county, personally appeared M.B. Coffey and C.T. Coffey who acknowledge themselves to be the sole partners of Regis Partnership and that they executed the foregoing Declaration of Condominium for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.



[Signature] Notary Public

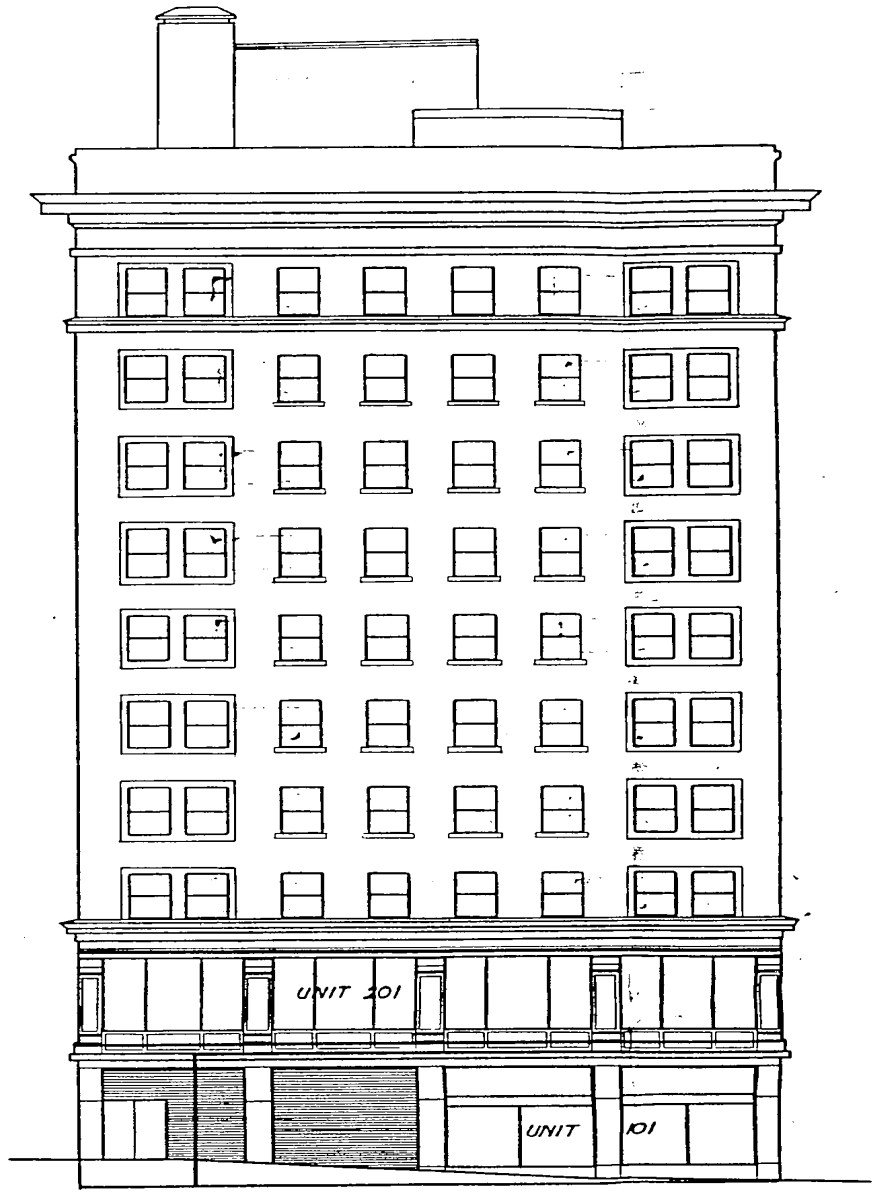
**BOOK 1745 PAGE 641**E X H I B I T "A"

## Legal Description of Real Estate

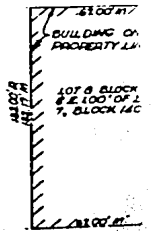
All that part of Lot 8, together with the East 1.0 foot of Lot 7, Block 140, Original City of Omaha as surveyed and lithographed in Douglas County, Nebraska lying below elevation 1196.46 feet (USGS Datum) as per plans attached hereto as Exhibit "B."

Exhibit "B"

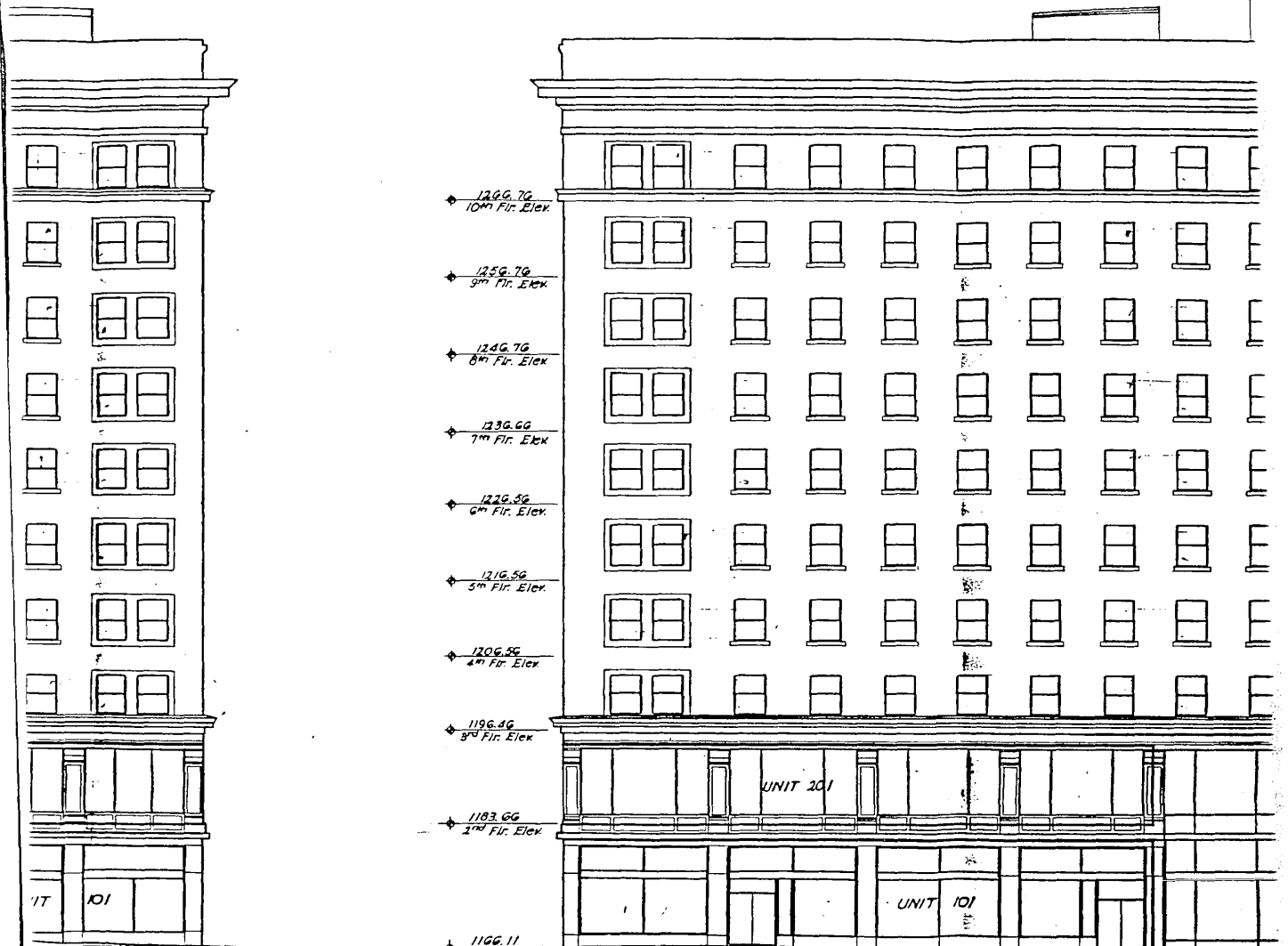
BOOK 1745 PAGE 642



**SOUTH ELEVATION**



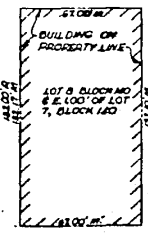
Horney Street



- 1266.76  
10th Fir. Elev.
- 1259.76  
9th Fir. Elev.
- 1246.76  
8th Fir. Elev.
- 1236.66  
7th Fir. Elev.
- 1226.56  
6th Fir. Elev.
- 1216.56  
5th Fir. Elev.
- 1206.56  
4th Fir. Elev.
- 1196.46  
3rd Fir. Elev.
- 1183.66  
2nd Fir. Elev.
- 1166.11  
1st Fir. Elev.
- 1152.31  
Basmt Fir. Elev.
- 1137.34  
Sub-Basmt Fir. Elev.

ION

EAST ELEVATION



**LEGAL DESCRIPTION**  
 All that part of Lot 8, together with the east 100 feet of Lot 7, all in Block 140, Original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska, lying below elevation 1196.46 feet (U.S.G.S. Datum) as per plan recorded in Deed Book \_\_\_\_\_ of the Douglas County Register of Deeds Office.



I. #  
 plan  
 plan  
 plan  
 Date



UNIT 8101

**EAST ELEVATION**

UNIT 3B101



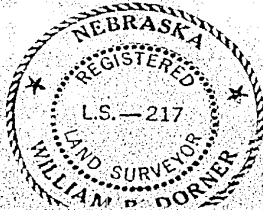
**LEGAL DESCRIPTION**

All that part of Lot 8, together with the east 100 feet of Lot 7, all in Block 140, Original City of Omaha, as surveyed and lithographed, in Douglas County, Nebraska, lying below elevation 1194.46 feet (U.S.C.S. Datum) as per plan recorded in Data Book \_\_\_\_\_ of the Douglas County Register of Deeds Office.

I, William R. Dorner, a Surveyor authorized and licensed to practice in the State of Nebraska hereby certify that these plans consisting of 6 pages are a full and exact copy of the Plans of Regis Condominiums - Regime 1 of a condominium property regime.

12/11/84  
Date

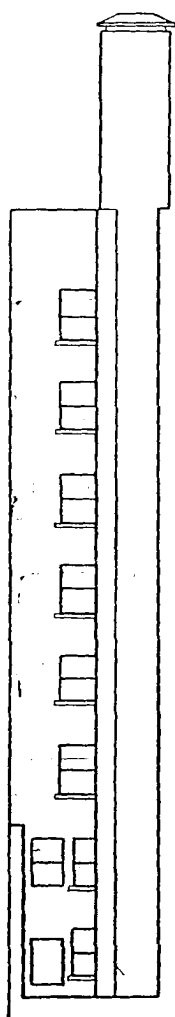
*William R. Dorner*  
William R. Dorner L.S. 217



Revised: 12-11-84

REGIS CONDOMINIUMS

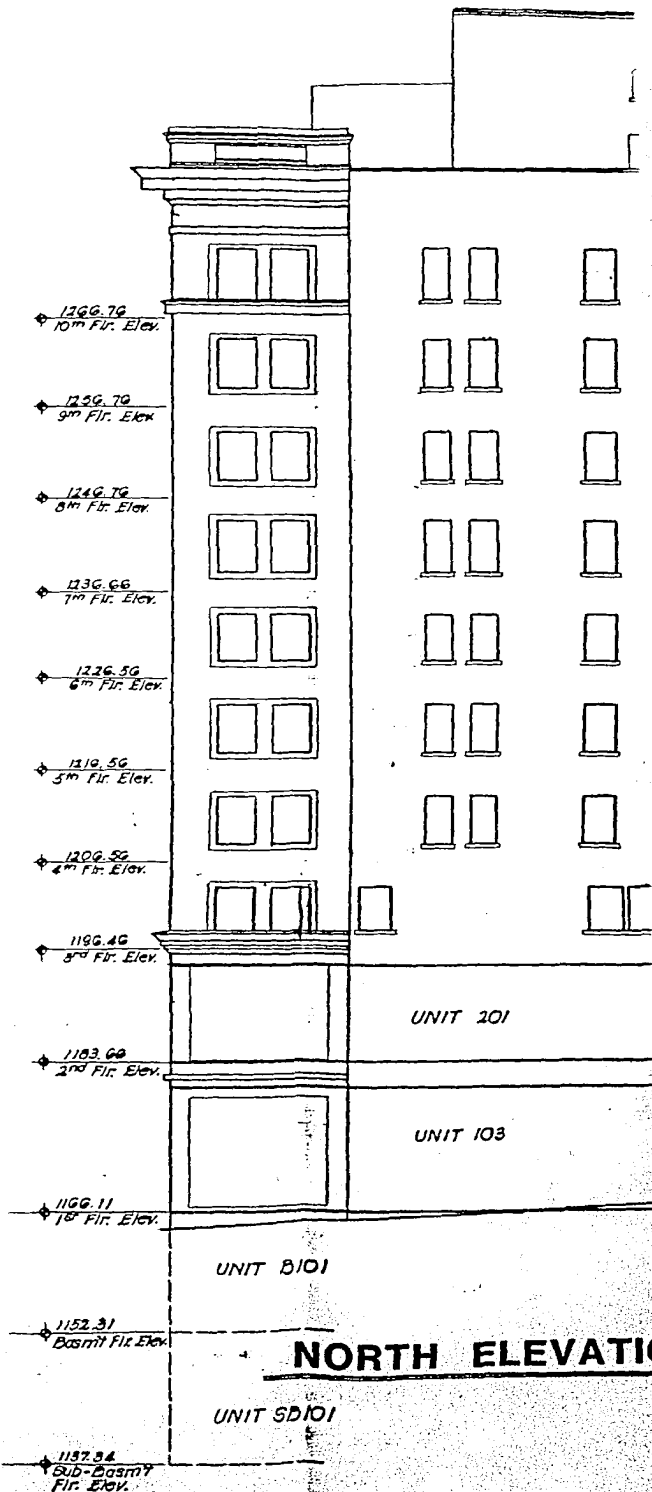
REGIME 1

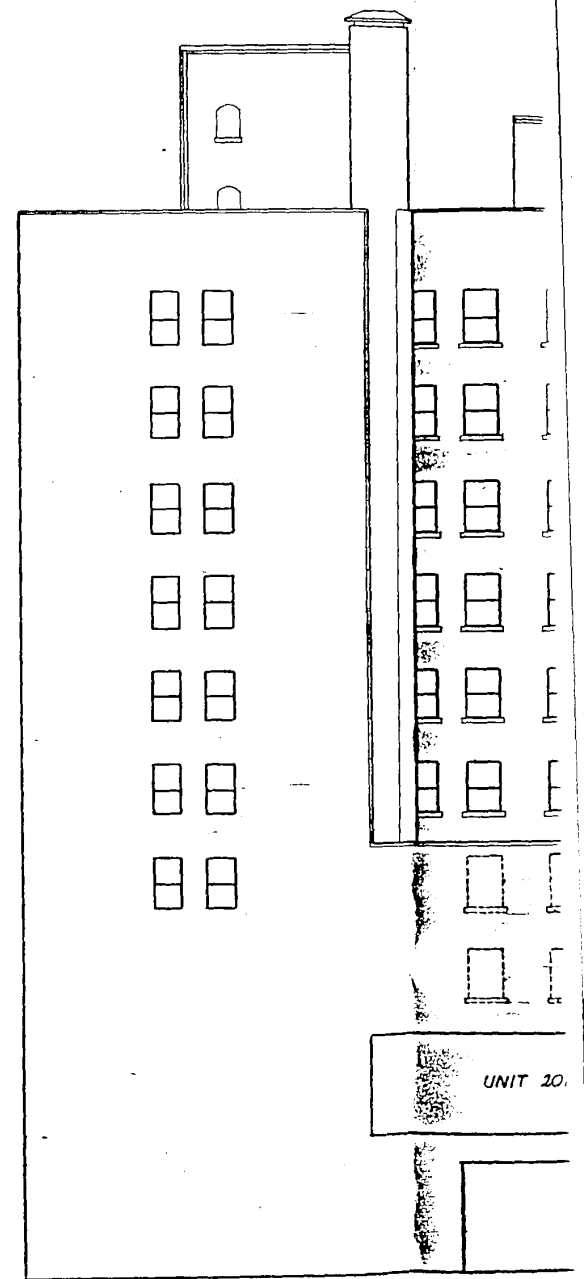
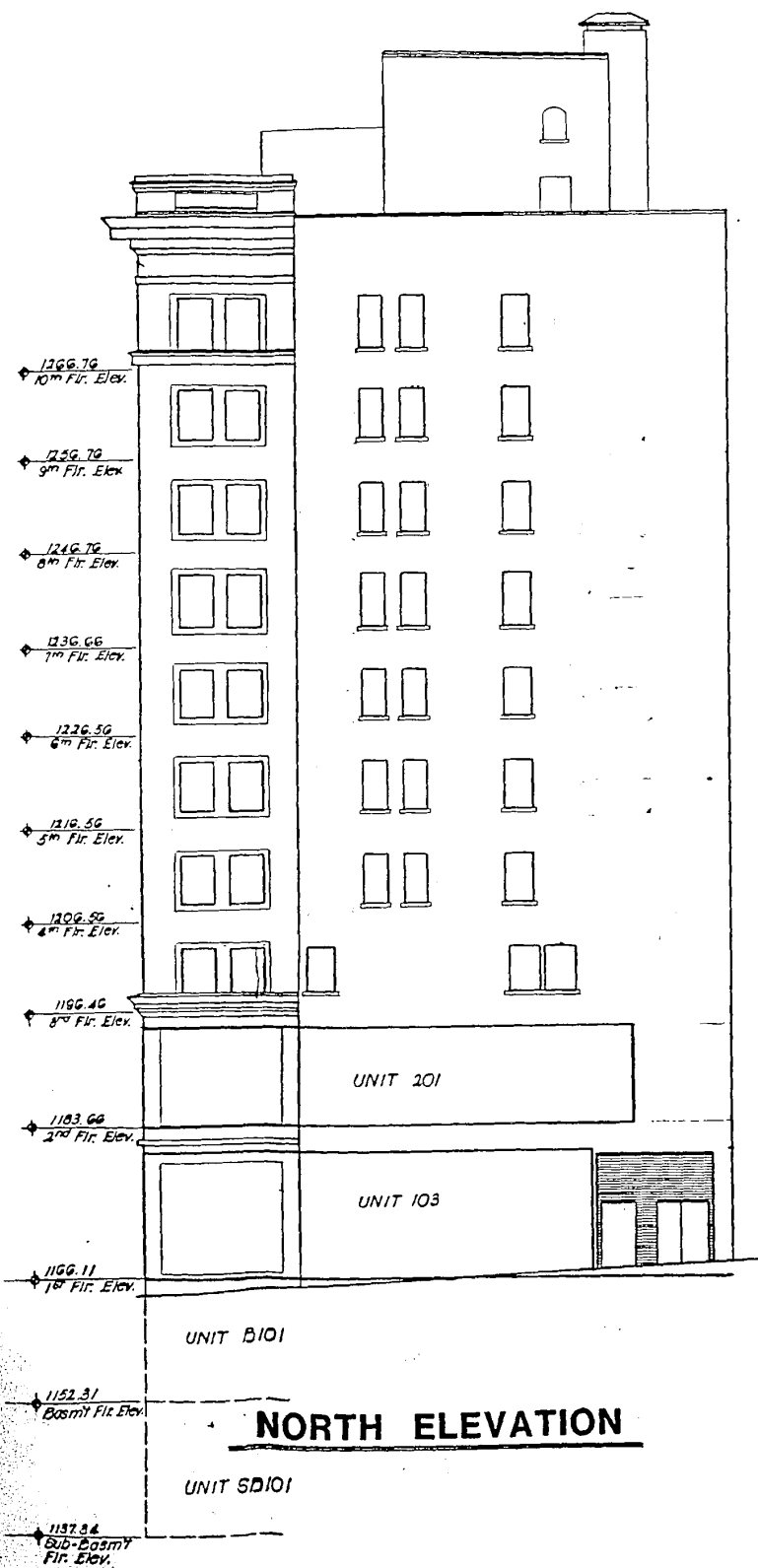


**SO. ELEV.**  
**OF COURT**

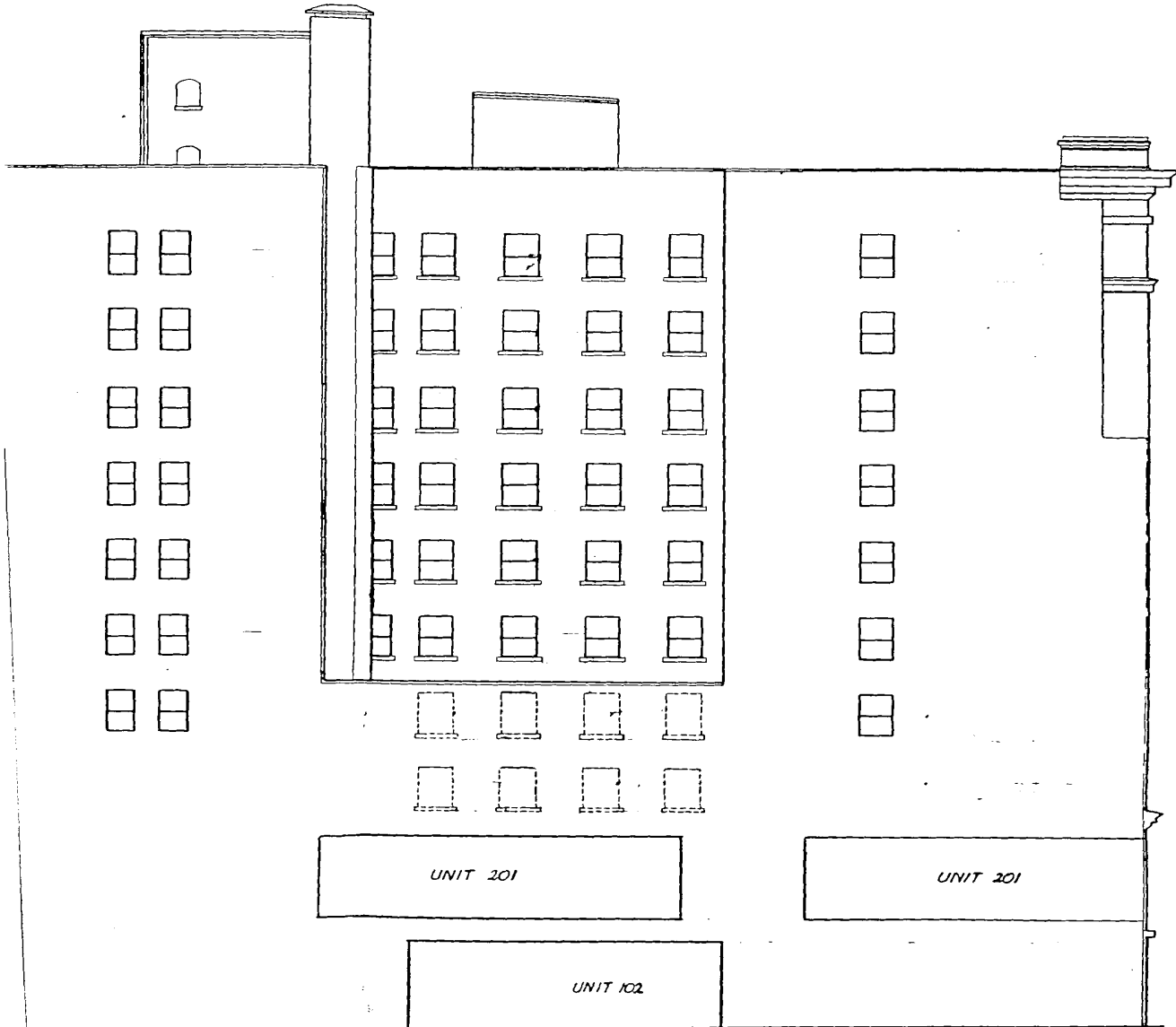


**NO. ELEV.**  
**OF COURT**

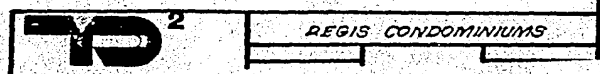


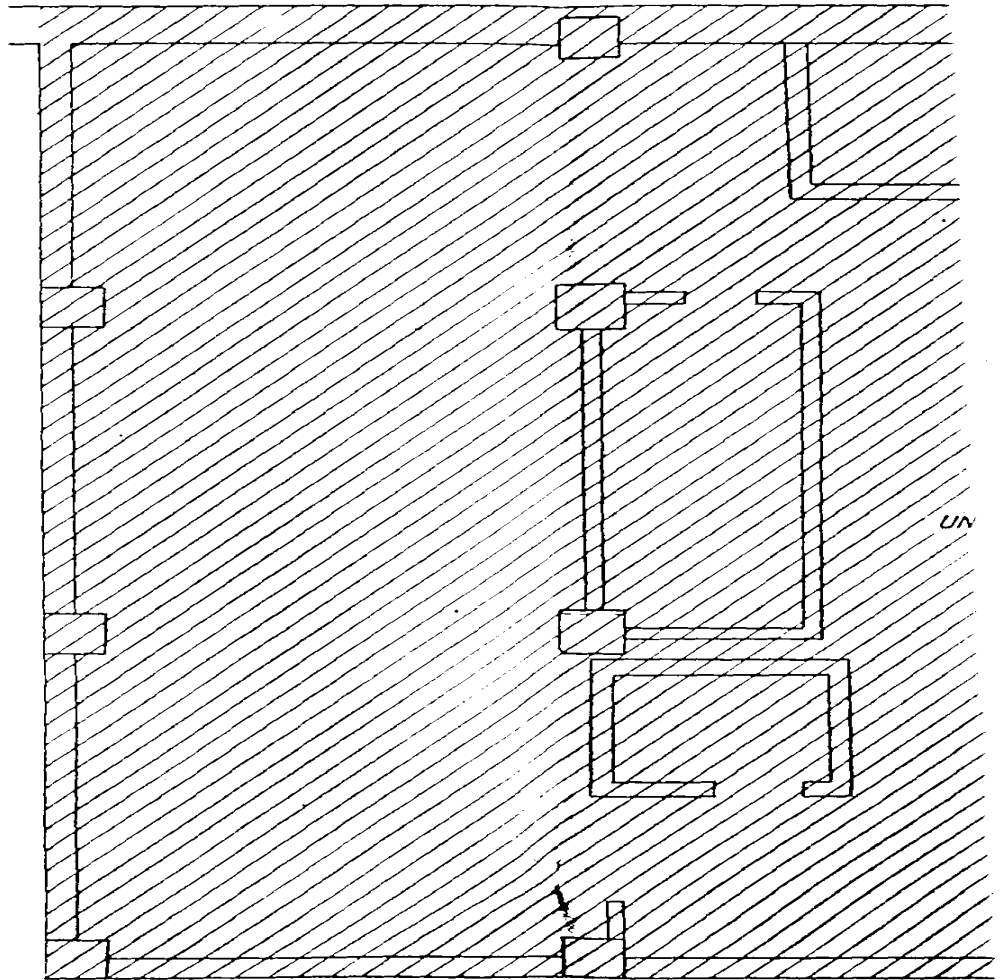




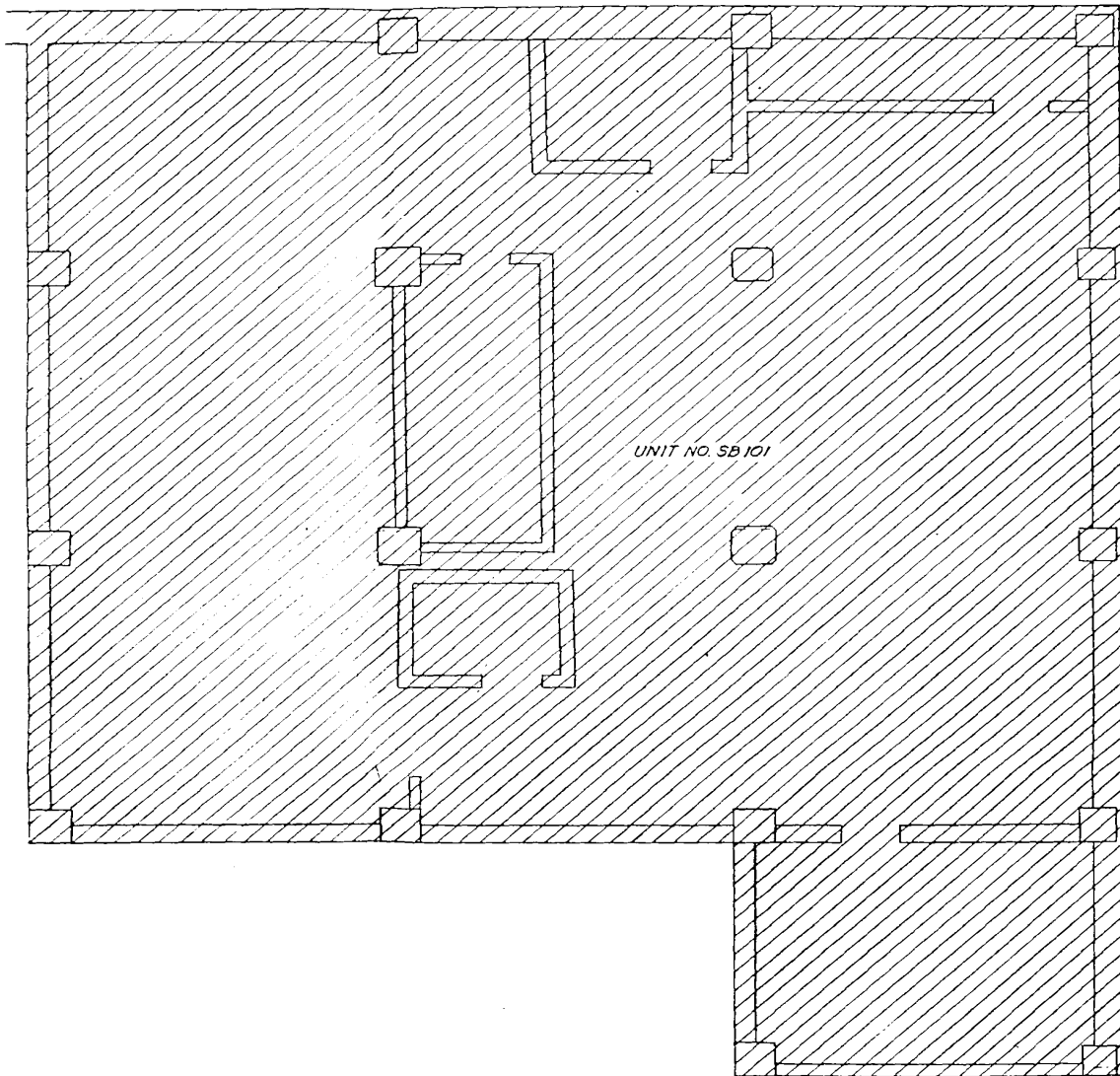


**WEST ELEVATION & WEST FACE OF COURT**

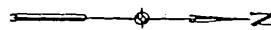




**SUB-BASEMENT**



**SUB-BASEMENT**

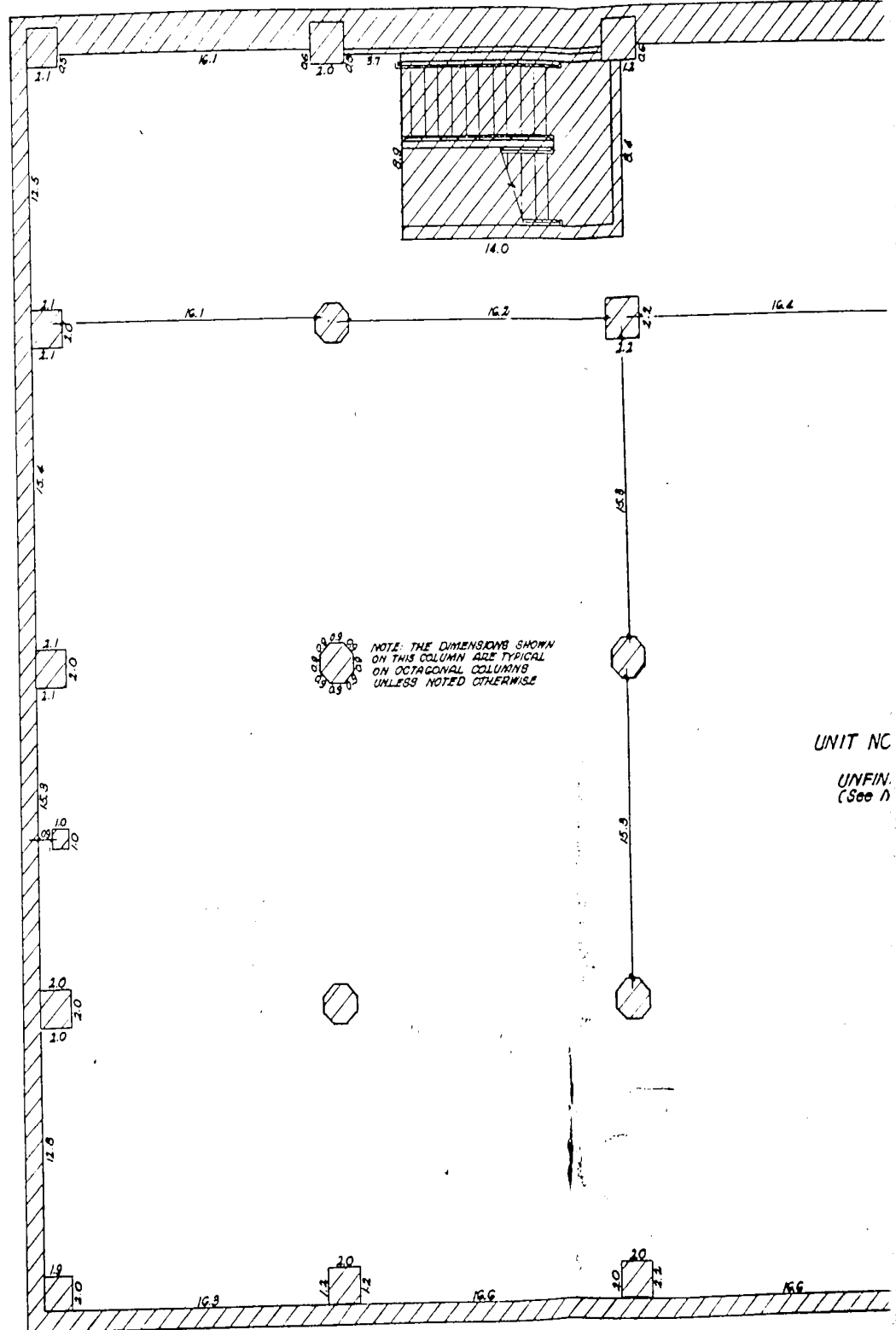


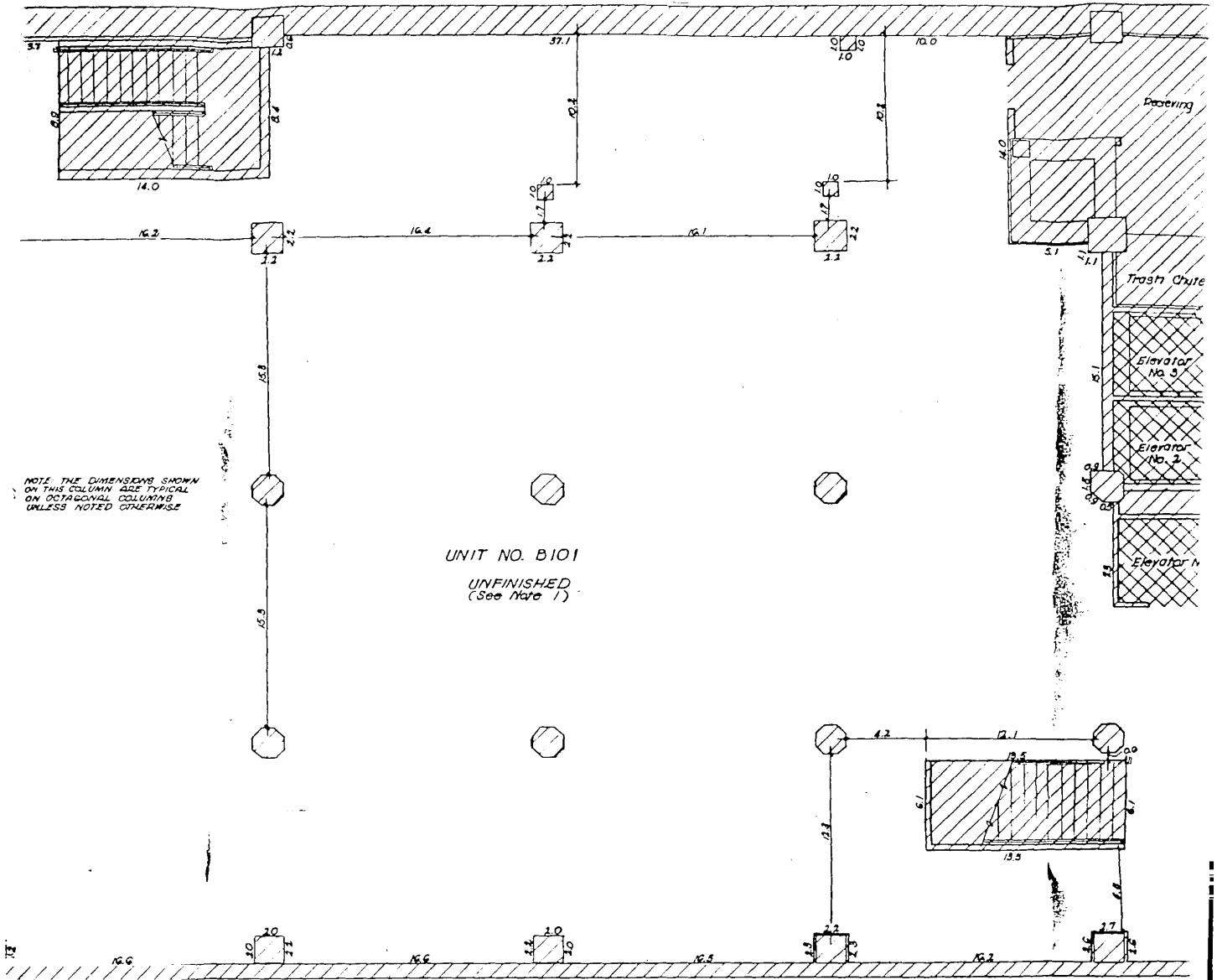
General Common Element



REGIS CONDOMINIUMS

BOOK 1745 PAGE 651





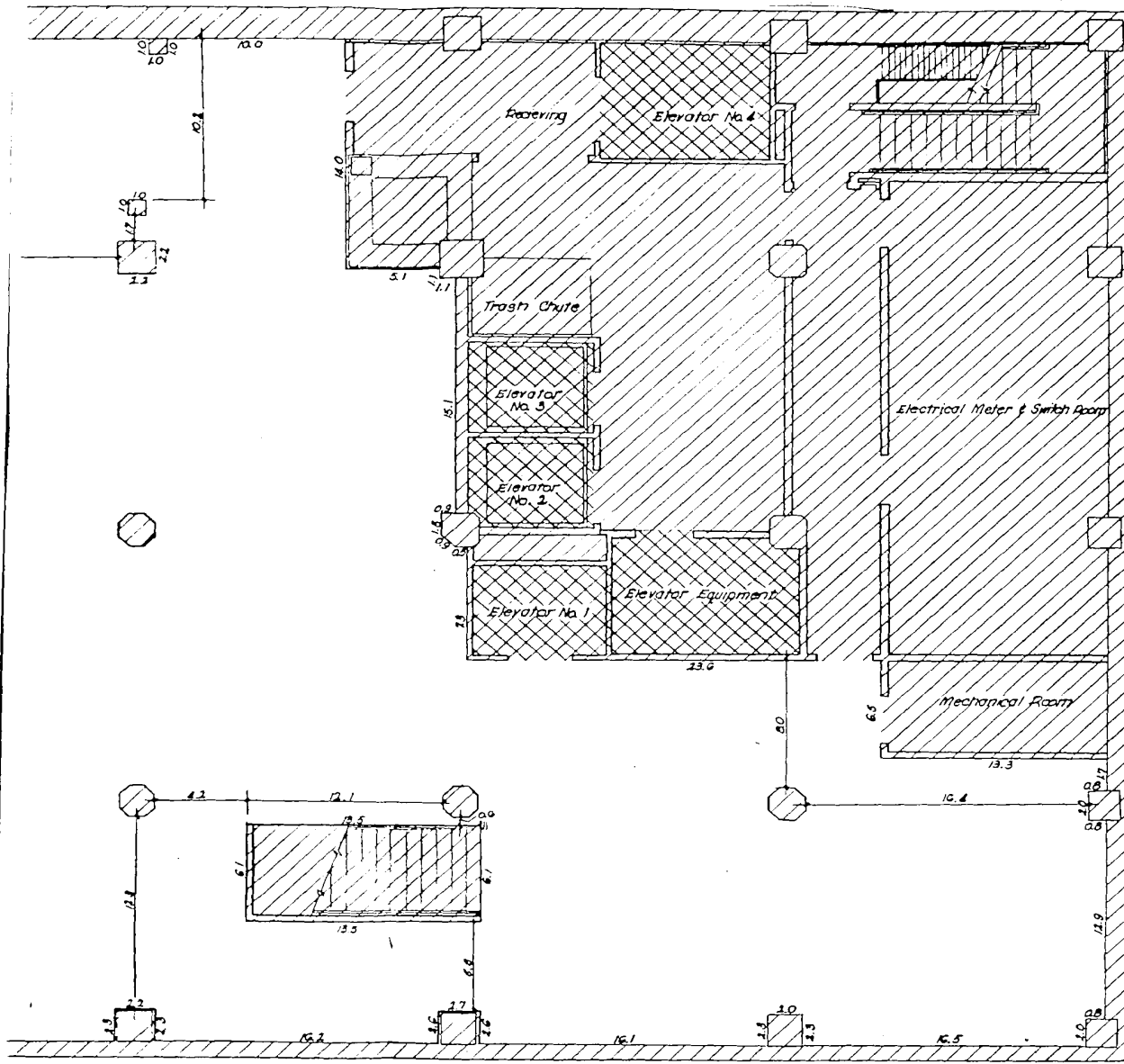
Area = 6,431 Square Feet  
(NOT INCLUDING COMMON ELEMENT)

**BASEMENT FLOOR**

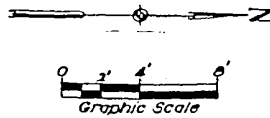


**NOTES**

1. The term *UNFINISHED* applies to areas where construction of walls was not complete at the time this plan was prepared. *FINISHED* applies to areas where construction was complete at the time this plan was prepared.
2. Square footage figure indicates the total square footage available for the floor based upon the dimensions shown on this plan.



**LOOR**



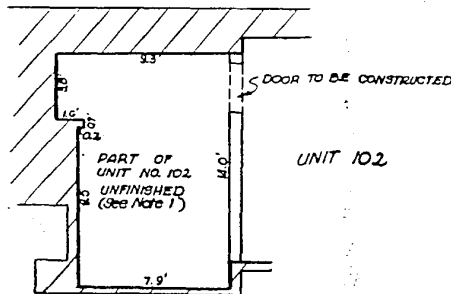
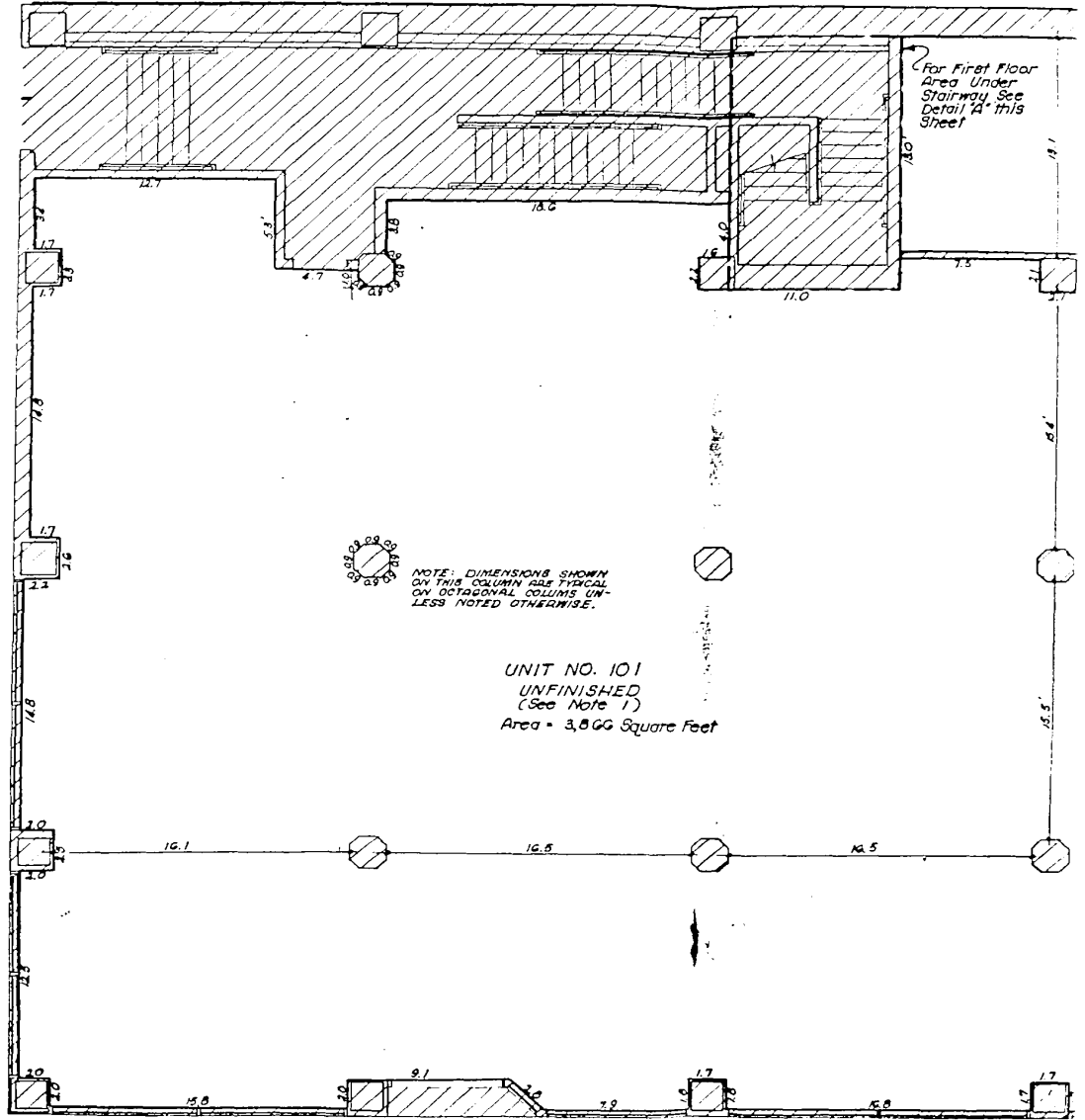
Limited Common Element  
 General Common Element

ES

1. The term UNEINISHED applies to areas where construction of walls was not complete at the time this plan was prepared. FINISHED applies to areas where construction was complete at the time this plan was prepared.

2. Square footage figure indicates the total square footage available for the floor based upon the dimensions shown on this plan.

<p><b>THOMPSON DREESSEN &amp; DORNIER</b> Consulting Engineers &amp; Land Surveyors 1678 PACIFIC ST., OMAHA, NEBRASKA 68114 TELEPHONE 337-1212 FAX 337-2524</p>	<b>REGIS CONDOMINIUMS</b>	
	<b>REGIME I</b>	
	Sheet 4 of 6	340-102
	EASIT FLR.	

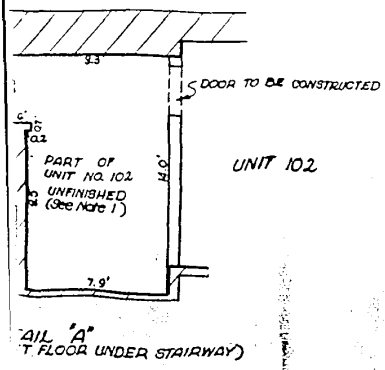
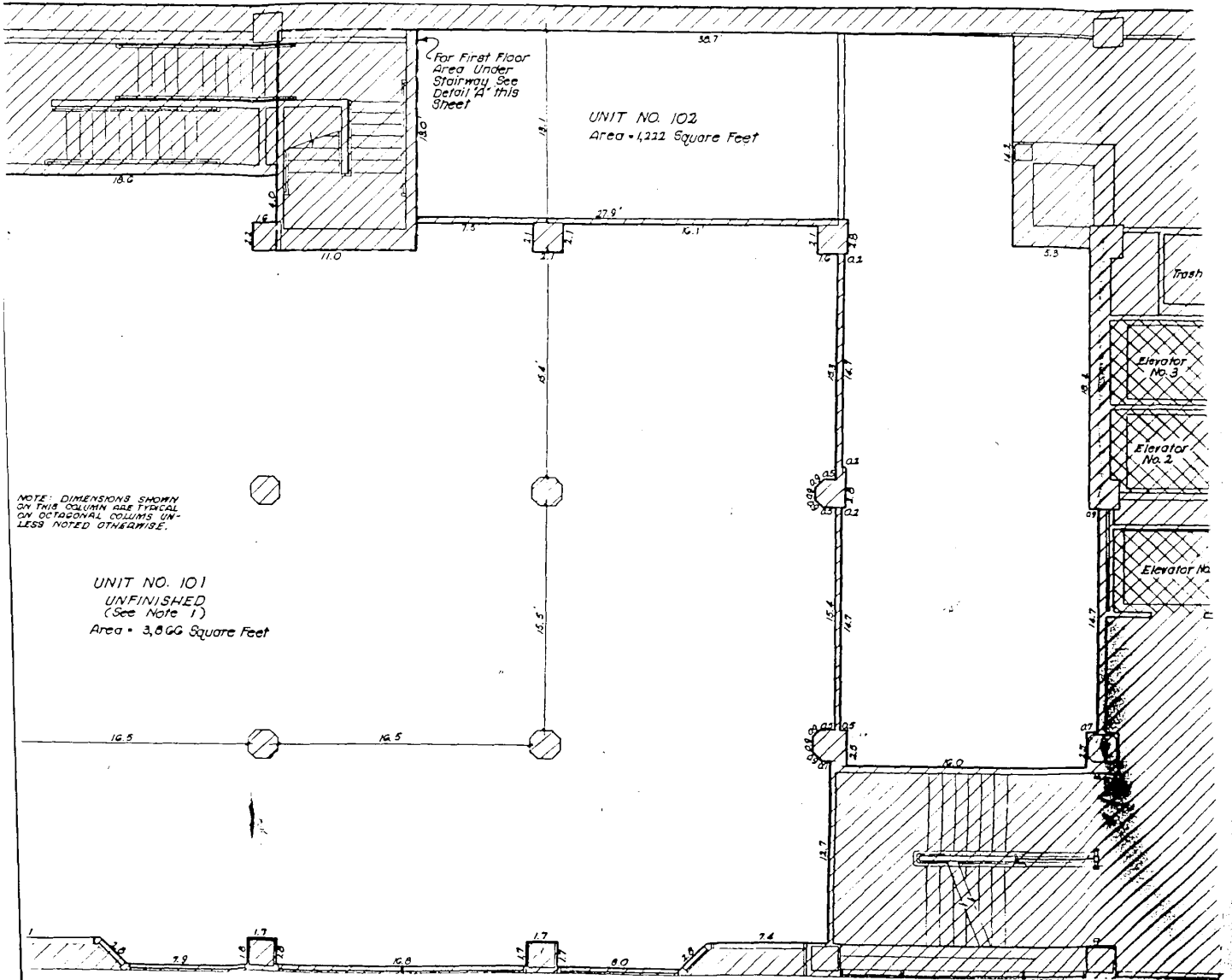


DETAIL 'A'  
(FIRST FLOOR UNDER STAIRWAY)

**FIF**

NOT  
ON T.  
ON C.  
LESS

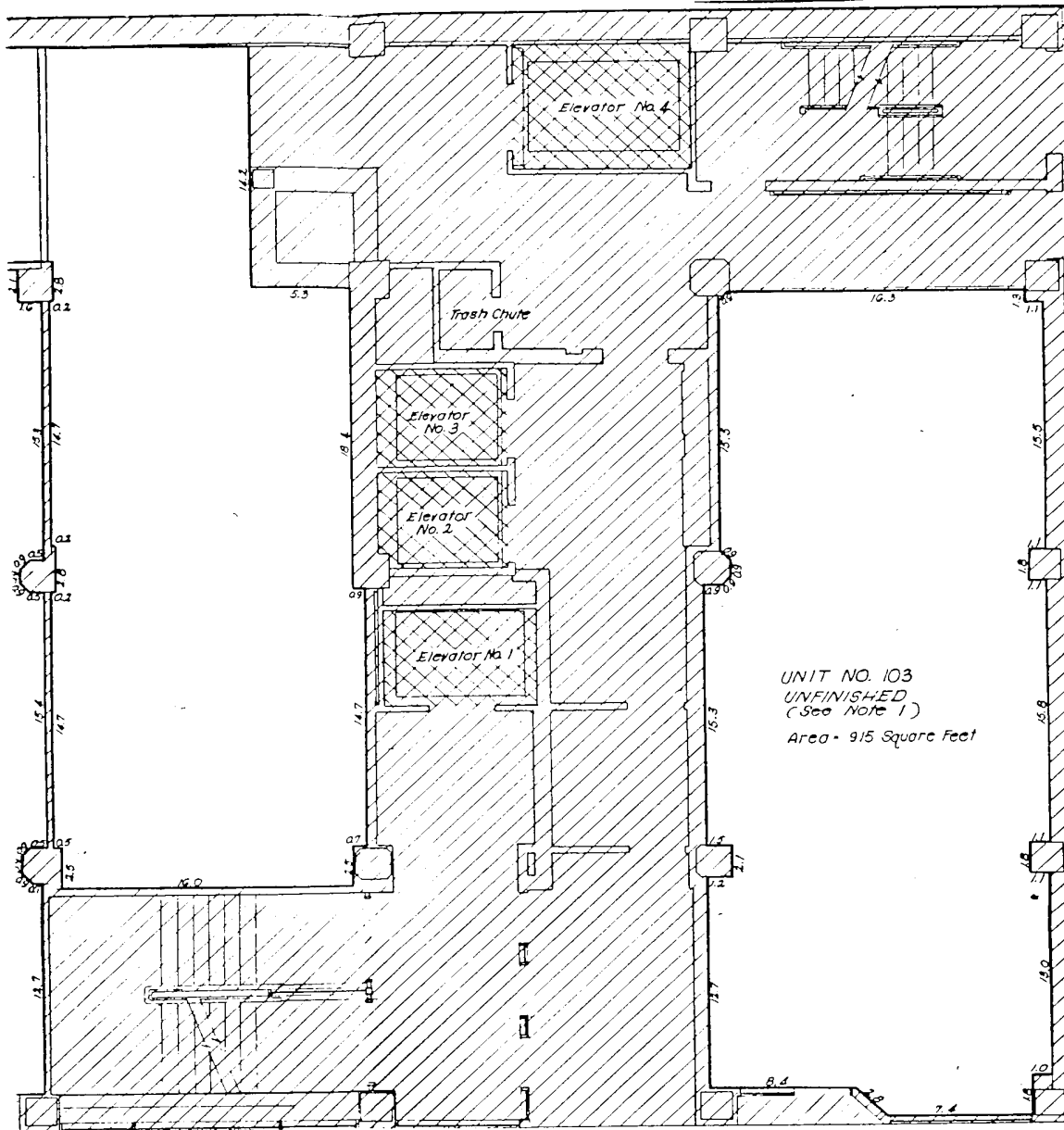
21  
T.



**FIRST FLOOR**



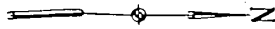




UNIT NO. 103  
 UNFINISHED  
 (See Note 1)  
 Area - 915 Square Feet

**NOTES**

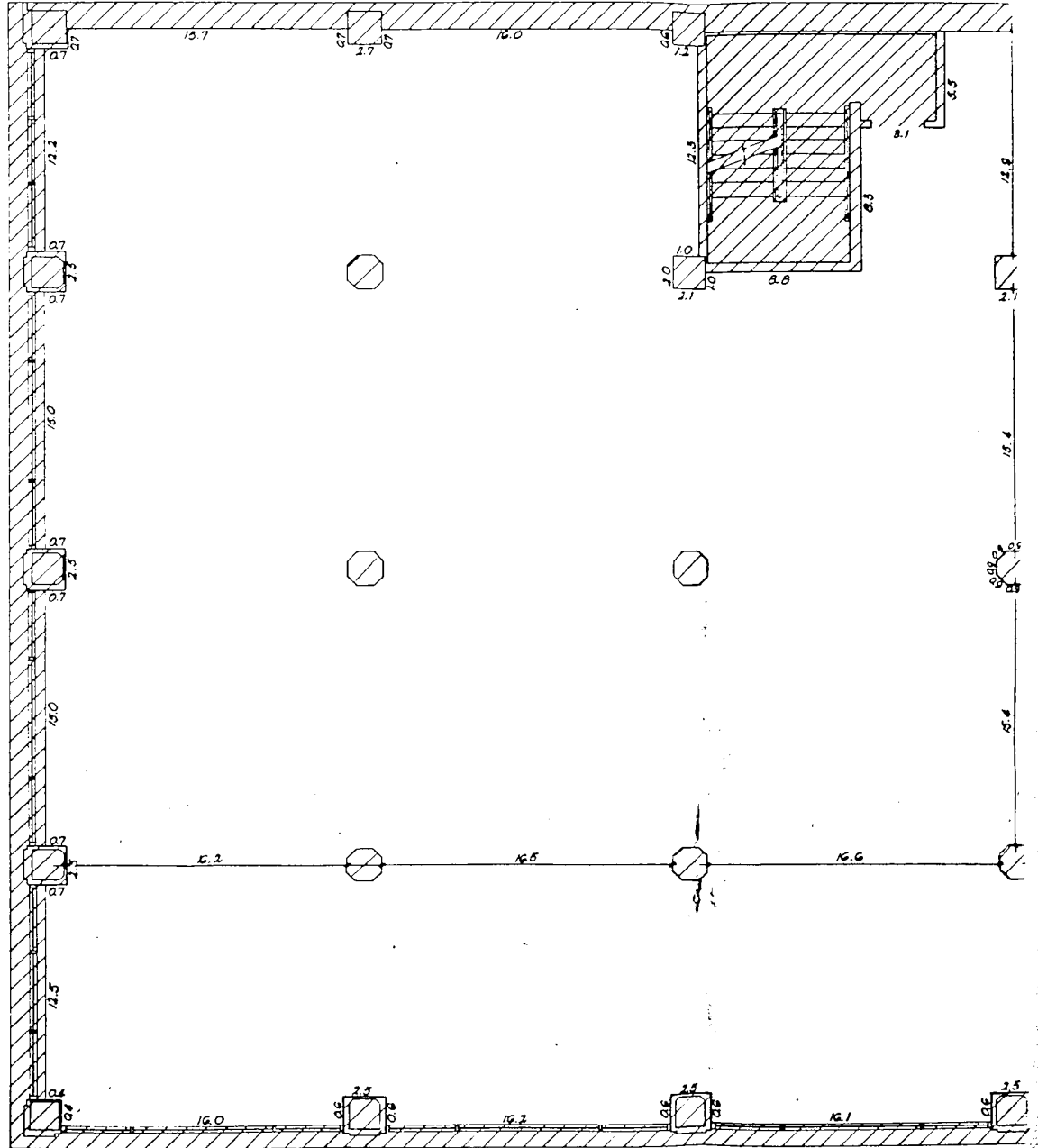
1. The term *UNFINISHED* applies to areas where construction of walls was not complete at the time this plan was prepared. *FINISHED* applies to areas where construction was complete at the time this plan was prepared.
2. Square footage figure indicates the total square footage available for the floor based upon the dimensions shown on this plan.



- Limited Common Element
- General Common Element

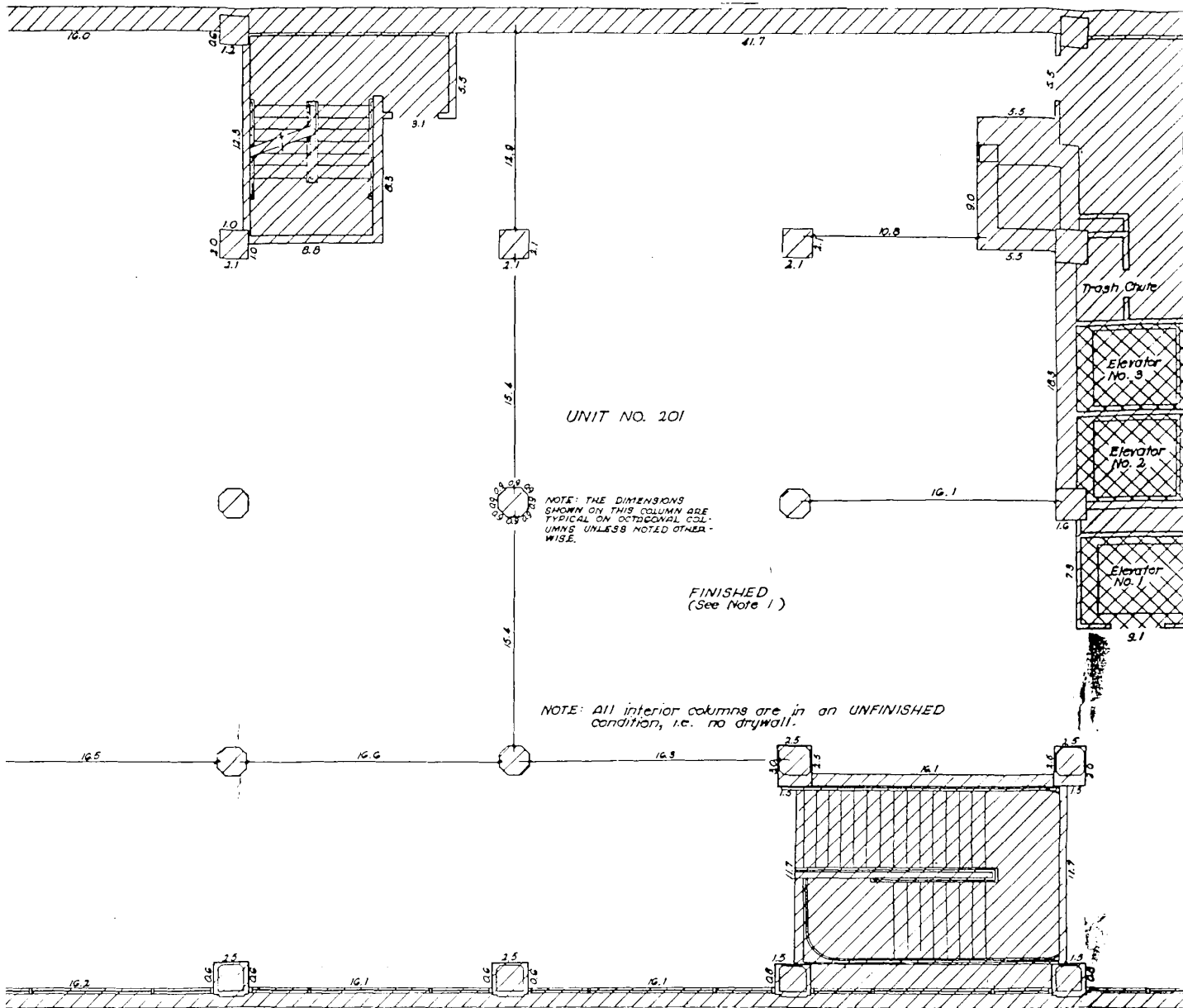
<b>THOMPSON DREESSEN &amp; DORNER</b> <small>Consulting Engineers &amp; Land Surveyors        1679 PACIFIC ST. OMAHA, NEBRASKA 68114        TELEPHONE 352-7811, 452-6000, 452-4211</small>	2	
	REGIS CONDOMINIUMS	
	REGIME I	
	Sheet 5 of 6	340-102

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**SECOND**

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UNIT NO. 201

NOTE: THE DIMENSIONS SHOWN ON THIS COLUMN ARE TYPICAL FOR OCTAGONAL COLUMNS UNLESS NOTED OTHERWISE.

FINISHED (See Note 1)

NOTE: All interior columns are in an UNFINISHED condition, i.e. no drywall.

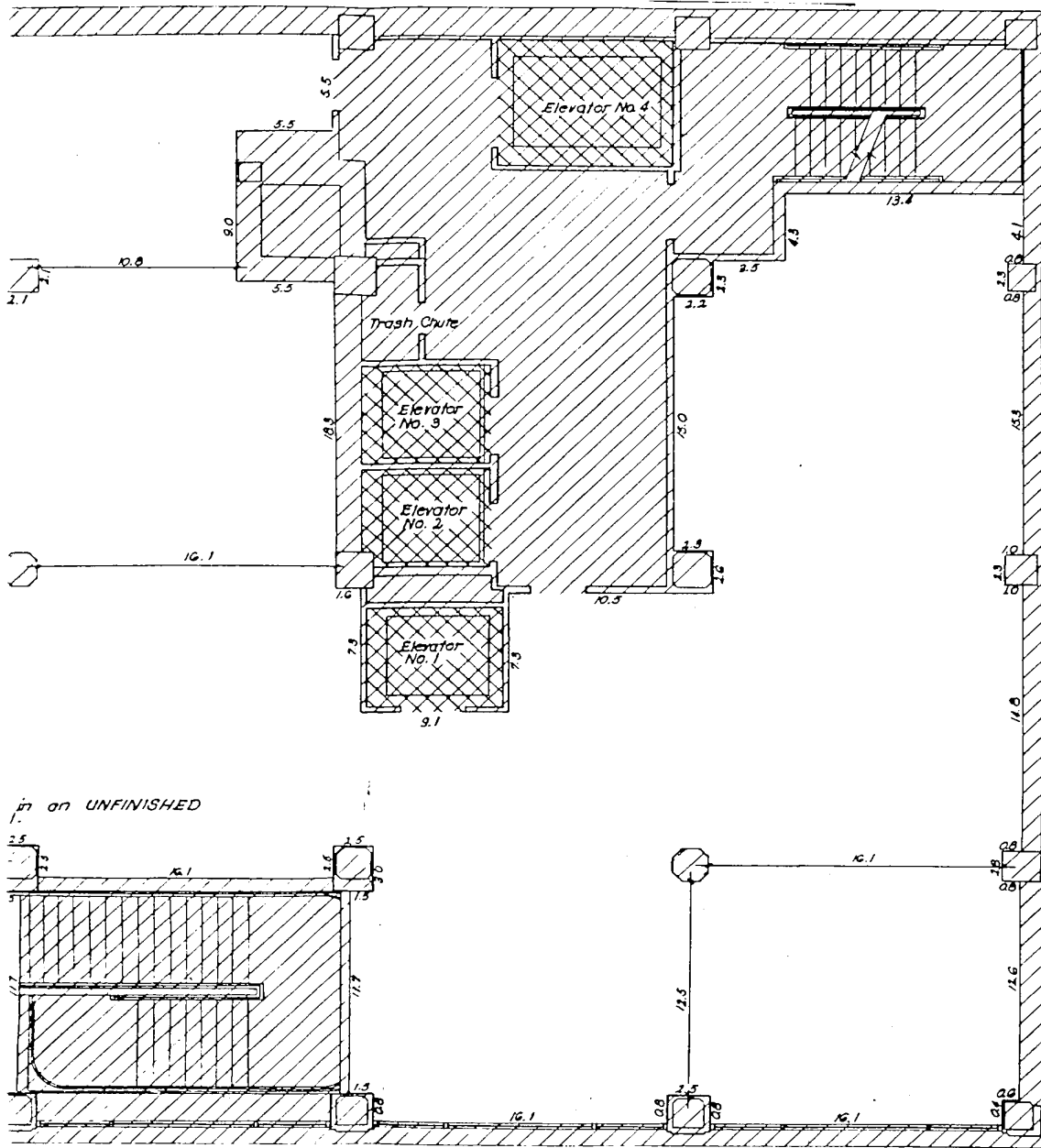
Area = 6,752 Square Feet (NOT INCLUDING COMMON ELEMENT)

## SECOND FLOOR

### NOTES

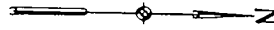
1. The term *UNFINISHED* applies to areas where construction of walls was not complete at the time this plan was prepared. *FINISHED* applies to areas where construction was complete at the time this plan was prepared.
2. Square footage figure indicates the total square footage available for the floor based upon the dimensions shown on this plan.

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in an UNFINISHED

Square Feet  
(COMMON ELEMENT)



- Limited Common Element
- General Common Element

ES  
 1. The term UNFINISHED applies to areas where construction of walls was not complete at the time this plan was prepared. FINISHED applies to areas where construction was complete at the time this plan was prepared.  
 2. Square footage figure indicates the total square footage available for the floor based upon the dimensions shown on this plan.

**TD<sup>2</sup>**  
**THOMPSON DREESZEN & DORNIER**  
 Consulting Engineers & Land Surveyors  
 1979 PACIFIC ST., OREGON, WASHINGTON 98114  
 TELEPHONE 327-7854 AREA CODE 425

REGIS CONDOMINIUMS	
REGIME I	
Sheet 6 of 6	340-102

2nd Flr

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E X H I B I T "C"

THE REGIS COMMERCIAL CONDOMINIUM ASSOCIATION  
SCHEDULE OF PERCENTAGE INTERESTS

<u>UNIT NUMBER</u>	<u>SQUARE FEET</u>	<u>PERCENTAGE INTEREST</u>
B 101	6431	33.52
101	3866	20.15
102	1222	6.37
103	915	4.77
201	6752	35.19
		<u>100.00</u>

*51 Dec 17*

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C. HARRIS  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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*of 1000*

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*Comped*  
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